

1 Michael E. Piston
2 (Pro Hac Vice Motion to be filed)
3 Attorney for the Plaintiffs
4 Immigration Law Office of Los Angeles, P.C.
5 New York Office
6 38-08 Union St., Suite 9A
7 Flushing, NY 11354
8 Phone: 646-876-3772
9 Fax: 206-770-6350
10 Email: michaelpiston4@gmail.com

11 Arthur Minas, CA Bar No. 290517
12 Local Counsel for the Plaintiffs
13 510 West 6th Street, Suite 200
14 Los Angeles, CA 90014
15 Tel (213) 347-0025
16 Fax (213) 623-2899
17 Arthur@wilawgroup.com

18 UNITED STATES DISTRICT COURT
19
20 FOR THE CENTRAL DISTRICT OF CALIFORNIA

21 MICHAEL JULIAN BASSETT and
22 KAREN BASSETT,

23 Plaintiffs,

24 vs

25 UNITED STATES CITIZENSHIP AND
26 IMMIGRATION SERVICES AND UR
27 M. JADDOU, DIRECTOR, U.S.
28 CITIZENSHIP AND IMMIGRATION
SERVICES

Defendants

Case No.:

PLEADING TITLE

ORIGINAL

INTRODUCTION

DEFENDANT'S NAME - 1

- 1
2
3 1. Michael Julian (MJ) Bassett is one of the leading members of a new generation
4 of Hollywood directors, officially recognized by the United States Citizenship
5 and Immigration Services (USCIS) as being among the “small percentage who
6 have risen to the very top of the field of” film and television directing.
7
- 8 2. Nevertheless, despite so recognizing her, the USCIS now threatens to ruin MJ
9 Bassett, financially and potentially professionally, through the simple expedient
10 of refusing to act upon her request for an “expedited advance parole”, even
11 though she indisputably meets the stated criteria for it, in that failure to grant it
12 will unquestionably cause her severe financial loss, to wit, at the very least a
13 loss of a \$1,000,000 contract to direct the film “Red Sonja” by making it
14 impracticable, if not actually impossible for her to travel to Greece and Bulgaria
15 for pre-production and filming and, just as importantly, making the film
16 uninsurable, and therefore dooming it before it ever begins.
17
- 18 3. Nor can, or even has, the agency claimed that the need for this expedite is the
19 result of MJ Bassett’s failure: (1) to timely file the benefit request; or (2) to
20 timely respond to any requests for additional evidence.
21
- 22 4. Accordingly, MJ Bassett has no choice, in order to save her \$1,000,000 fee, the
23 film which she has labored some twenty (20) years to produce, and her
24 professional reputation as a director who can be counted on to follow through
25
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1 on her commitments, to come to this Court to beg it to save her financial and
2 professional life by ordering the USCIS to do its simple duty to make a timely
3 (which means, under these circumstances, immediate) decision on her
4 application for expedited advance parole so she may travel to Europe with the
5 ability to complete her project there and return to the United States.
6
7

8 THE PARTIES

- 9
10 5. MJ Bassett, A21972936, is a citizen and national of the United Kingdom,
11 currently residing in Topanga, California, a location within the jurisdiction of
12 this Court and that of the USCIS's Los Angeles, California Field Office, while
13 waiting for that agency to decide her application to adjust her immigration
14 status to that of permanent resident, is one of the most important television and
15 film directors of her generation. Her astonishing list of significant professional
16 accomplishments are as set forth in Exhibit A of this Complaint at 18.
17
18
19 6. Karen Bassett is MJ Bassett's wife, and resides with her at the same address and
20 in the same status.
21
22 7. The USCIS is an agency within the Department of Homeland Security with
23 authority to issue immigration benefits such as expedited advance parole. It
24 resides in the state of Maryland and the District of Columbia.
25
26 8. Ur M. Jaddou is the Director of the U.S. Citizenship and Immigration Services.
27 She resides in the state of Maryland.
28

STATEMENT OF IMMEDIATELY RELEVANT FACTS

9. On November 23, 2020, MJ Bassett and Karen Bassett filed applications with the USCIS to adjust their U.S. immigration status to permanent resident on Forms I-485. Exhibit A at 20.

10. With that application, MJ Bassett applied for “advance parole”.

11. “‘Advance parole’ is a mechanism by which a district director can, as a humanitarian measure, advise an alien who is in this country, but who knows or fears that he will be inadmissible if he leaves and tries to return, that he can leave with assurance that he will be paroled back into the United States upon return, under prescribed conditions, if he cannot establish that he is admissible at that time.” *Matter of G-A-C-*, 22 I. & N. Dec. 83, Interim Dec. 3354, at 7 (BIA 1998) (en banc).

12. An applicant for adjustment of status who, except under certain circumstances not relevant here, departs the United States without advance parole, or remains outside the country beyond its validity date, abandons that application. 8 C.F.R. § 245.2(a)(4)(ii)(B).

13. On March 25, 2021, an employee of the Immigration Law Office of Los Angeles, P.C., (ILOLA), MJ Bassett’s attorneys, contacted USCIS and spoke to an officer to request an Expedited Advance Parole so that MJ Bassett could

1 travel to Toronto, Canada between June and July 2021 to direct episode 108 of
2 the Reacher Series which was released on Amazon Prime in 2022. (Exhibit B
3 [Declaration of Linda Lee]; Declaration Exhibit 1).

5 14. On March 30, 2021, USCIS requested evidence for the Expedited Advance
6 Parole request by email and ILOLA immediately responded to the fax number.
7 (Exhibit B; Declaration Exhibit 2).

9 15. On March 31, 2021, the Request for the Expedited Advance Parole was
10 approved with validity for the period from March 31, 2021, through March 30,
11 2022. (Exhibit B; Declaration Exhibit 3), Exhibit A at 21.

13 16. On approximately October 27, 2021, over 6 months before the expiration of her
14 then current advance parole document, MJ Bassett applied to extend her
15 advance parole. Exhibit A at 22-31.

17 17. On February 4, 2022, Linda Lee, the Managing Attorney of ILOLA, contacted
18 USCIS and talked to an officer to request Expedited Advance Parole so that MJ
19 Bassett could travel to Bulgaria and Greece on or about March 28, 2022, to
20 direct a major feature film "Red Sonja" for Millenium Media, inasmuch as her
21 current Advance Parole would expire on March 30, 2022. (Exhibit B;
22 Declaration Exhibit 4).

1 18. On February 7, 2022, Ms. Lee talked to a USCIS Supervisor, who referred the
2 case to the National Benefits Center and advised her to wait for an email
3 requesting additional information. *Id.*

5 19. Linda Lee contacted USCIS again on February 15, 2022, and on February 17,
6 2022, as she had not received an email from USCIS. (Exhibit B; Declaration
7 Exhibit 5).

9 20. On February 18, 2022, Linda Lee received an email from USCIS requesting
10 evidence for MJ Bassett's request for Expedited Advance Parole and Ms. Lee
11 immediately responded by fax. *Id.*

13 21. Her response included a letter from the Co-President of Millenium Media
14 stating, in relevant part, that:
15
16

17
18 Millennium Films is a film and television production and sales
19 company that creates high-quality content and engaging experiences for a
20 global audience in live-action features and television. Millennium Films
21 feature such titles as: THE EXPENDABLES, JOLT, HIT MAN'S WIFE'S
22 BODYGUARD, ANGEL HAS FALLEN, HELLBOY, HITMAN'S
23 BODYGUARD among others.

24 We plan to produce the film "Red Sonja" and have requested
25 the services of MJ Bassett to prepare and direct the film in Bulgaria and
26 Greece from on/about March 28, 2022. We must know her availability by
27 March 1, 2022 in order to proceed with the production schedule.

28 Given the extreme Covid restrictions, tentative schedule for the
film Is as follows:

- Travel and start of Prep on/about March 28, 2022
- Principal Photography start on/about June 20, 2022

For directing services on Red Sonja, MJ Bassett will be paid the sum of One Million USD as the film is budgeted at \$35 Million USD.

Given the fact that production on the Film is scheduled to commence on or about March 28, 2022, it is of the utmost urgency that the MJ Bassett be granted an advance parole on an expedited basis so that MJ Bassett may travel to Bulgaria and Greece to direct the Film.

Id.

22. On March 4, 2022, Linda Lee contacted USCIS and talked to an officer regarding the request for the Expedited Advance Parole and was informed that, due to worldwide events regarding the Ukrainian crisis, to expect delays and to call back on March 8, 2022, for any updates.

23. On March 7, 2022, Ms. Lee contacted Congressman Ted Lieu's Office for assistance. (Exhibit B; Declaration Exhibit 6).

24. On March 8, 2022, Linda Lee talked to a USCIS officer who reiterated that the delays were due to the Ukrainian Crisis. (Exhibit B; Declaration Exhibit 7).

25. This officer advised her to continue to wait and expect the expedited advance parole to be approved, but could not give a time frame as to when this might happen. *Id.*

1 26. On March 17, 2022, Linda Lee talked to an officer to request an Emergency
2 Advance Parole while waiting for the Expedited Advance Parole. (Exhibit B;
3 Declaration Exhibit 8).
4

5 27. A USCIS supervisor called back on March 18, 2022, to inform ILOLA that a
6 request would be made to the USCIS Los Angeles District Office to request an
7 appointment for an Emergency Advance Parole valid for 30 days. *Id.*
8

9 28. On March 21, 2022, a USCIS officer from a local office scheduled MJ Bassett
10 for an appointment on March 23, 2022, for an Emergency Advance Parole,
11 which was issued, but will expire on April 22, 2022. *Id.*, Exhibit A at 36.
12
13

14 29. Further, applications for adjustment of status are normally taking no more than
15 16 months to be adjudicated at the USCIS's Los Angeles, California, Field
16 Office.
17

18 30. MJ Bassett's and Karen Basset's applications for adjustment of status have both
19 been pending more than 16 months with USCIS.
20
21

22 COUNT I

23 TO COMPEL AN IMMEDIATE DECISION ON MJ BASSETT'S
24 UNREASONABLY DELAYED APPLICATION FOR EXPEDITED ADVANCE
25 PAROLE
26
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28

1 31.Although MJ Bassett was eventually approved for “emergency advance parole”,
2 that resulted in an extension of her advance parole merely to April 22, 2022.
3

4 32.“Emergency Advance Parole” is only issued by USCIS for 30 days at a time.

5 33.By contrast, expedited advance parole is normally approved for at least one
6 year.
7

8 34. For MJ Basset to simply fly out of the country now and come back every time
9 her emergency advance parole is about to expire is entirely infeasible. Exhibit C
10 (Declaration of Michael Julian Bassett) and Exhibit D (Declaration of Molly
11 Hassell).
12

13 35.There are not even direct flights from Bulgaria, where much of the filming will
14 take place, to the United States, so such a flight, is likely to take over 24 hours,
15 one way. Flying back to the U.S., actually obtaining emergency advance parole,
16 and flying to Bulgaria again, will certainly consume at least 3 days, not to
17 mention being immensely stressful and physically exhausting. *Id.*
18
19

20 36.Even pre-production costs of filmmaking run upwards of \$100,000 per day,
21 with actual filming being much more expensive still. *Id.*
22

23 37.It is just unimaginable that the backers of the film would allow MJ Bassett to
24 squander \$400,000 or more of their money going back and forth to the United
25 States every month. *Id.*
26
27
28

38. In fact, if MJ Bassett does not establish her uninterrupted availability throughout the filming process, the film will not be insured, and so will not even go to pre-production. *Id.*

39. Finally, if a film is canceled because of MJ Bassett's unreliability, this will seriously damage her credibility as a film director and make film companies have grave second thoughts about working with her in the future. *Id.*

40. Therefore not only will the failure to obtain advance parole on an expedited basis cost MJ Bassett at least \$1,000,000 and Millenium Media much more, but may severely set back, if not actually destroy, her entire professional career. *Id.*

41. In determining that the delay has been sufficiently egregious to warrant the remedy of mandamus, the 9th Circuit considers the six-factor standard—the so-called "TRAC factors"—established in *Telecomms. Research and Action Ctr. (TRAC) v. FCC*, 750 F.2d 70, 79-80, 242 U.S. App. D.C. 222 (D.C. Cir. 1984). *Pesticide Action Network*, 798 F.3d at 813. Those factors are as follows:

- (1) the time agencies take to make decisions must be governed by a rule of reason; (2) where Congress has provided a timetable or other indication of the speed with which it expects the agency to proceed in the enabling statute, that statutory scheme may supply content for this rule of reason; (3) delays that might be reasonable in the sphere of economic regulation are less tolerable when human health and welfare are at stake; (4) the court should consider the effect of expediting delayed action on agency activities of a higher or competing priority; (5) the court should also take into account the nature and extent of the interests prejudiced by delay;

1 and (6) the court need not find any impropriety lurking behind agency
2 lassitude in order to hold that agency action is unreasonably delayed.

3 *TRAC*, 750 F.2d at 79-80 (citations and internal quotation marks omitted)

4
5 *NRDC v. United States EPA (In re NRDC)*, 956 F.3d 1134, 1138-1139 (9th
6 Cir. 2020) (parenthetical language added for clarity).

7
8
9 42. “The most important [*TRAC* factor] is the first factor, the ‘rule of
10 reason,’” *Community Voice*, 878 F.3d at 786 (citing *In re Core Commc'ns, Inc.*,
11 531 F.3d 849, 855, 382 U.S. App. D.C. 120 (2008)), under which we consider
12 whether the time for agency action has been reasonable” *NRDC*, 956 F.3d at
13 1139.
14

15
16 43. Here the rule of reason has been provided by the NBC itself, which has stated
17 that:

18
19 We receive requests for expedite processing (of requests for
20 advance parole) two ways. We receive some requests via email or phone call
21 from Field Offices as a result of an applicant scheduling an InfoPass
22 appointment. We also receive requests via Service Request Management
23 Tool (SRMT). The response process is similar, however.

24 We respond to SRMT requests for expedite processing within 5
25 days of receipt. If our initial response is a request for additional information
26 to justify the expedite processing, we will allow more time for the applicant
27 or attorney to respond. But for both types of requests, however, once we
28 receive all required information and determine that expeditious adjudication
is warranted, the applicant may expect to receive their Advance Parole
Document within 7 – 14 days.

1
2 United States Citizenship and Immigration Services, Questions
3 and Answers USCIS National Benefits Center (NBC) and American
4 Immigration Lawyers

5 Association (AILA) Meeting May 15, 2015, AILA Doc. No.
6 15090809. (Posted 09/08/15), [https://www.aila.org/infonet/nbc-liaison-](https://www.aila.org/infonet/nbc-liaison-committee-meeting-minutes-05-15-15)
7 [committee-meeting-minutes-05-15-15](https://www.aila.org/infonet/nbc-liaison-committee-meeting-minutes-05-15-15).

8 Exhibit A at 32-33.

9 44. On February 18, 2022, 14 days after receiving her request, NBC requested
10 certain additional information for MJ Bassett regarding how she met the criteria
11 for expediting.

12 45. The NBC received all the information requested from MJ Bassett on the same
13 date but has taken no further action in the 52 days since then. Exhibit B.

14 46. Therefore, the most important factor, the rule of reason, tips sharply in favor of
15 MJ Bassett.

16 47. The remaining factors either also tip sharply in favor of MJ Bassett, or, at worst,
17 are neutral.

18 48. Factor (2): Congress has not addressed the issue of expediting. Therefore this
19 factor is neutral.

20 49. Factor (3): MJ Bassett's welfare is in fact at stake here in that a denial of an
21 expedite could prejudice her entire future career, the development of which has
22 been her life's work. What is more, her inability to collect her \$1,000,000 fee
23 will make it impossible for her to pay for the \$1.4 million home she has
24

1 rececently purchased in Topanga, California. Exhibit A at 39-60, Exhibit C at
2 131. Therefore this factor tips sharply in favor of MJ Bassett.

3
4 50. Factor (4): there does not appear to be any agency activities of a higher or
5 competing priority which expediting delayed action would affect. Therefore this
6 factor is neutral.

7
8 51. Factor (5) tips sharply in favor of MJ Bassett. The interest which is prejudiced
9 by delay is not merely her interest in her director's fee and her company's
10 interest in profitting on its film, but of the U.S. public interest in attracting the
11 most outstanding artists to its shores, particularly in the film and television
12 industry which is one of the few fields of endeavor in which the U.S.
13 unquestionably is the world leader, and which the best strategy for maintaining
14 that lead is to attract the most outstanding filmmakers to leave their home
15 countries (and their film industries) and come contribute to ours, an interest
16 which would be prejudiced if such artists are unable to travel internationally
17 upon behalf of U.S. production companies, thus suffering great loss of income
18 and professional reputation.

19
20
21
22
23 52. Factor (6) is neutral.

24
25 53. Inasmuch as 3 of the TRAC factors tip sharply towards MJ Bassett, two of
26 them strongly, while the remaining are neutral, therefore application of the
27 TRAC factors here indicate that relief should be granted.

1
2 WHEREFORE this Court should exercise its authority pursuant to 5 U.S.C. §
3 706(1) to compel agency action unreasonably delayed by ordering the defendants
4 to adjudicate Michael Julian Bassett's application for expedited approval and, if it
5 is approved, to issue an advance parole document valid for at least one (1) year
6 forthwith.
7
8

9
10 COUNT II

11 TO COMPEL A DECISION ON PLAINTIFFS' UNREASONABLY DELAYED
12 APPLICATIONS FOR ADJUSTMENT OF STATUS
13
14

15 54. Application of the TRAC factors also favors the issuance of an order
16 compelling the USCIS to decide MJ Bassett and Karen Bassett's (the Bassetts)
17 applications for adjustment of status forthwith.
18

19 55. Factor (1) tips in favor of the Bassetts. The rule of reason set forth by the
20 USCIS for applications for adjustment of status for persons residing within the
21 jurisdiction of the Los Angeles, California Field Office is that such applications
22 are decided within 16 months of filing. Exhibit A at 37-38.
23
24

25 56. Inasmuch as the Bassetts applied for adjustment of status over 16 months ago,
26 Exhibit A at 20, therefore the rule of reason tips in favor of the Bassetts.
27
28

1 57. Factor (2) tips sharply in the Bassetts' favor inasmuch as 18 U.S.C. §1571(b)
2 provides that: "It is the sense of Congress that the processing of an immigration
3 benefit application should be completed not later than 180 days after the initial
4 filing of the application,". Regardless of whether this represents a
5 Congressionally mandated timetable, it certainly shows when Congress *expects*
6 the processing of an immigration benefit such as an application for adjustment
7 of status should be completed.
8
9
10

11 58. Factor (3) favors the Bassetts inasmuch as becoming a U.S. permanent resident
12 does not merely confer the economic benefit of working in this country, but
13 also allows them to establish a home in the United States, and enables them to
14 make plans in the future without constantly wondering whether their
15 immigration status will permit them to travel, certainly something that would
16 contribute to their overall welfare;
17
18

19 59. Factors (4)-(6) are neutral.
20

21 60. Accordingly, inasmuch as three of the six TRAC factors tip in favor of the
22 Bassetts, and none tip against them, the TRAC factors clearly favor the grant of
23 relief.
24

25 WHEREFORE this Court should order the USCIS to adjudicate MJ Bassett's
26 and Karen Bassett's applications for adjustment of status forthwith.
27
28

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15 Respectfully Submitted this 11th day of April, 2022
16

17 /s/ *Michael E. Piston*

18 Michael E. Piston (Pro Hac Vice Motion to be filed)

19 Attorney for the Plaintiffs

20 Immigration Law Office of Los Angeles

21 New York Office

22 38-08 Union St., Suite 9A

23 Flushing, NY 11354

24 Phone: 646-876-3772

25 Fax: 206-770-6350

26 Email: michaelpiston4@gmail.com
27

28 /s/ *Arthur Minas*

Arthur Minas

DEFENDANT'S NAME - 16

1 Local Counsel for the Plaintiffs
2 510 West 6th Street, Suite 200
3 Los Angeles, CA 90014
4 Tel (213) 347-0025
5 Fax (213) 623-2899
6 Arthur@wilawgroup.com
7
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EXHIBIT B

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EXHIBIT C

Declaration of Michael Julian Bassett (p.135- 140)

EXHIBIT D

Declaration of Robert Walack (p. 142-143)

A

MJ BASSETT

Writer/Director

TV

TERMINAL LIST	Director	Amazon	2022
REACHER	Director	Amazon	2022
HALO	Director/(Prep only)	Paramount Plus	2021
ALTERED CARBON	Director (Multiple Episodes)	Netflix	2019-2020
MOTHERLAND	Director	Disney	2019
NIGHTFLYERS	Director	Syfy/Universal	2018
MARVEL'S IRON FIST	Director	Netflix/Marvel	2017
TAKEN	Director	NBC/Universal	2017
ASH VS EVIL DEAD	Director/Writer Co-exec producer	Starz	2015-2017
POWER	Director (Multiple Episodes)	Starz/CBS	2015-2018
DAVINCI'S DEMONS	Director	Starz/BBC	2012-2013
STRIKEBACK	Director/Writer Exec Producer	HBO/Sky One	2012-2018

FILM

ENDANGERED SPECIES	Director/Writer Producer	Lionsgate	2021
ROGUE	Director/Writer Producer	Lionsgate	2020
INSIDE MAN: MOST WANTED	Director	Netflix/Universal	2019
SILENT HILL: REVELATION	Director/Writer	Open Road Films	2012
SOLOMON KANE	Director/Writer	The Weinstein Company	2009
WILDERNESS	Director/Writer	Momentum Films	2006
DEATHWATCH	Director/Writer	18 Pathe/Lionsgate	2002



Application for Travel Document

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-131

OMB No. 1615-0013
Expires 04/30/2022

For USCIS Use Only	Receipt	Action Block	To Be Completed by an Attorney/ Representative, if any. <input checked="" type="checkbox"/> Fill in box if G-28 is attached to represent the applicant. Attorney State License Number: 32813
	<input type="checkbox"/> Document Hand Delivered By: _____ Date: ____/____/____		
	Document Issued <input type="checkbox"/> Re-entry Permit (Update "Mail To" Section) <input type="checkbox"/> Refugee Travel Document (Update "Mail To" Section) <input type="checkbox"/> Single Advance Parole <input type="checkbox"/> Multiple Advance Parole Valid Until: ____/____/____		
		Mail To (Re-entry & Refugee Only) <input type="checkbox"/> Address in Part I <input type="checkbox"/> US Consulate at: _____ <input type="checkbox"/> Intl DHS Ofc at: _____	

► **Start Here.** Type or Print in Black Ink

Part 1. Information About You

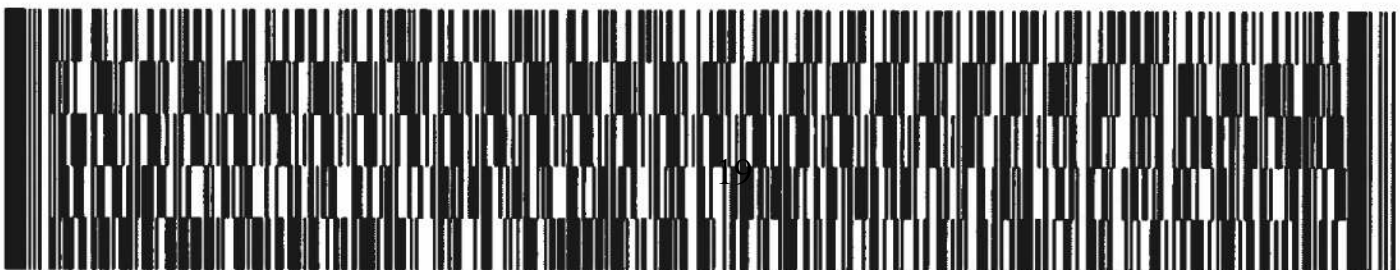
1.a. Family Name (Last Name) **BASSETT**
 1.b. Given Name (First Name) **Michael**
 1.c. Middle Name **Julian**

Physical Address

2.a. In Care of Name **MJ Bassett**
 2.b. Street Number and Name **19817 Montau Dr**
 2.c. Apt. ☐ Ste. ☐ Flr. ☐ _____
 2.d. City or Town **Topanga**
 2.e. State **CA** 2.f. Zip Code **90290**
 2.g. Postal Code _____
 2.h. Province _____
 2.i. Country **USA**

Other Information

3. Alien Registration Number (A-Number)
 ► A- **2 1 9 7 2 7 9 3 6**
 4. Country of Birth **England**
 5. Country of Citizenship **United Kingdom**
 6. Class of Admission **Paroled**
 7. Gender ☐ Male ☒ Female
 8. Date of Birth (mm/dd/yyyy) ► **06/18/1968**
 9. U.S. Social Security Number (if any)
 ► **8 7 5 9 1 2 4 2 3**



Part 2. Application Type

- 1.a. ☐ I am a permanent resident or conditional resident of the United States, and I am applying for a reentry permit.
- 1.b. ☐ I now hold U.S. refugee or asylee status, and I am applying for a Refugee Travel Document.
- 1.c. ☐ I am a permanent resident as a direct result of refugee or asylee status, and I am applying for a Refugee Travel Document.
- 1.d. ☒ I am applying for an Advance Parole Document to allow me to return to the United States after temporary foreign travel.
- 1.e. ☐ I am outside the United States, and I am applying for an Advance Parole Document.
- 1.f. ☐ I am applying for an Advance Parole Document for a person who is outside the United States.

If you checked box "1.f." provide the following information about that person in 2.a. through 2.p.

- 2.a. Family Name (Last Name)
- 2.b. Given Name (First Name)
- 2.c. Middle Name
- 2.d. Date of Birth (mm/dd/yyyy) ▶

2.e. Country of Birth

2.f. Country of Citizenship

2.g. Daytime Phone Number () -

Physical Address (If you checked box 1.f.)

- 2.h. In Care of Name
- 2.i. Street Number and Name
- 2.j. Apt. ☐ Ste. ☐ Flr. ☐
- 2.k. City or Town
- 2.l. State 2.m. Zip Code
- 2.n. Postal Code
- 2.o. Province
- 2.p. Country

Part 3. Processing Information

1. Date of Intended Departure (mm/dd/yyyy) ▶
2. Expected Length of Trip (in days)
- 3.a. Are you, or any person included in this application, now in exclusion, deportation, removal, or rescission proceedings? ☐ Yes ☒ No
- 3.b. If "Yes", Name of DHS office:

4.a. Have you ever before been issued a reentry permit or Refugee Travel Document? (If "Yes" give the following information for the last document issued to you):

☐ Yes ☒ No

4.b. Date Issued (mm/dd/yyyy) ▶

4.c. Disposition (attached, lost, etc.):

If you are applying for a non-DACA related Advance Parole Document, skip to Part 7; *DACA recipients must complete Part 4 before skipping to Part 7.*



Part 3. Processing Information (continued)

Where do you want this travel document sent? (Check one)

5. ☐ To the U.S. address shown in Part 1 (2.a through 2.i.) of this form.6. ☐ To a U.S. Embassy or consulate at:

6.a. City or Town

6.b. Country

7. ☐ To a DHS office overseas at:

7.a. City or Town

7.b. Country

If you checked "6" or "7", where should the notice to pick up the travel document be sent?

8. ☐ To the address shown in Part 2 (2.h. through 2.p.) of this form.9. ☐ To the address shown in Part 3 (10.a. through 10.i.) of this form.:

10.a. In Care of Name

10.b. Street Number and Name

10.c. Apt. ☐ Ste. ☐ Flr. ☐

10.d. City or Town

10.e. State

10.f. Zip Code

10.g. Postal Code

10.h. Province

10.i. Country

10.j. Daytime Phone Number () -

Part 4. Information About Your Proposed Travel

1.a. Purpose of trip. (If you need more space, continue on a separate sheet of paper.)

1.b. List the countries you intend to visit. (If you need more space, continue on a separate sheet of paper.)

Part 5. Complete Only If Applying for a Re-entry Permit

Since becoming a permanent resident of the United States (or during the past 5 years, whichever is less) how much total time have you spent outside the United States?

1.a. ☐ less than 6 months1.d. ☐ 2 to 3 years1.b. ☐ 6 months to 1 year1.e. ☐ 3 to 4 years1.c. ☐ 1 to 2 years1.f. ☐ more than 4 years

2. Since you became a permanent resident of the United States, have you ever filed a Federal income tax return as a nonresident or failed to file a Federal income tax return because you considered yourself to be a nonresident? (If "Yes" give details on a separate sheet of paper.)

☐ Yes ☐ No

Part 6. Complete Only If Applying for a Refugee Travel Document

1. Country from which you are a refugee or asylee:

If you answer "Yes" to any of the following questions, you must explain on a separate sheet of paper. Include your Name and A-Number on the top of each sheet.

2. Do you plan to travel to the country named above? ☐ Yes ☐ No

Since you were accorded refugee/asylee status, have you ever:

3.a. Returned to the country named above? ☐ Yes ☐ No

3.b. Applied for and/or obtained a national passport, passport renewal, or entry permit of that country?
☐ Yes ☐ No

3.c. Applied for and/or received any benefit from such country (for example, health insurance benefits)?

☐ Yes ☐ No

Since you were accorded refugee/asylee status, have you, by any legal procedure or voluntary act:

4.a. Reacquired the nationality of the country named above? ☐ Yes ☐ No

4.b. Acquired a new nationality? ☐ Yes ☐ No

4.c. Been granted refugee or asylee status in any other country? ☐ Yes ☐ No

Part 7. Complete Only If Applying for Advance Parole

On a separate sheet of paper, explain how you qualify for an Advance Parole Document, and what circumstances warrant issuance of advance parole. Include copies of any documents you wish considered. (See instructions.)

1. How many trips do you intend to use this document?
☐ One Trip ☒ More than one trip

If the person intended to receive an Advance Parole Document is outside the United States, provide the location (City or Town and Country) of the U.S. Embassy or consulate or the DHS overseas office that you want us to notify.

2.a. City or Town
 N/A

2.b. Country
 N/A

If the travel document will be delivered to an overseas office, where should the notice to pick up the document be sent?:

3. ☐ To the address shown in Part 2 (2.h. through 2.p.) of this form.

4. ☐ To the address shown in Part 7 (4.a. through 4.i.) of this form.

4.a. In Care of Name

N/A

4.b. Street Number and Name

N/A

4.c. Apt. ☐ Ste. ☐ Flr. ☐

4.d. City or Town

N/A

4.e. State

4.g. Postal Code

N/A

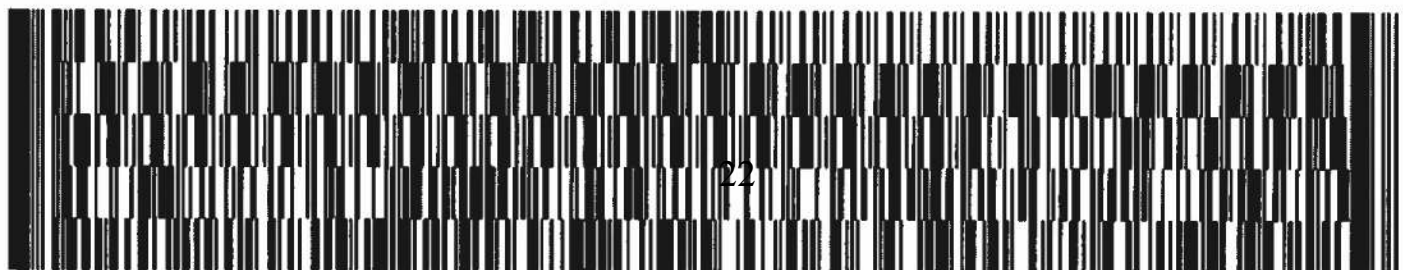
4.h. Province

N/A

4.i. Country

N/A

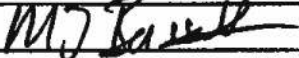
4.j. Daytime Phone Number () -



Part 8. Signature of Applicant (Read the information on penalties in the Form instructions before completing this Part.) If you are filing for a Re-entry Permit or Refugee Travel Document, you must be in the United States to file this application.

1.a. I certify, under penalty of perjury under the laws of the United States of America, that this application and the evidence submitted with it is all true and correct. I authorize the release of any information from my records that U.S. Citizenship and Immigration Services needs to determine eligibility for the benefit I am seeking.

Signature of Applicant

→ 

1.b. Date of Signature (mm/dd/yyyy) ▶ 10/27/2021

2. Daytime Phone Number (310) 871-4749

NOTE: If you do not completely fill out this form or fail to submit required documents listed in the instructions, your application may be denied.

Part 9. Information About Person Who Prepared This Application, If Other Than the Applicant

NOTE: If you are an attorney or representative, you must submit a completed Form G-28, Notice of Entry of Appearance as Attorney or Accredited Representative, along with this application.

Preparer's Full Name

Provide the following information concerning the preparer:

1.a. Preparer's Family Name (Last Name)

LEE

1.b. Preparer's Given Name (First Name)

Linda

2. Preparer's Business or Organization Name

Immigration Law Office of Los Angeles, P.C.

Preparer's Mailing Address

3.a. Street Number and Name 3415 S. Sepulveda Blvd

3.b. Apt. ☐ Stc. ☒ Flr. ☐ 570

3.c. City or Town Los Angeles

3.d. State CA 3.e. Zip Code 90034

3.f. Postal Code

3.g. Province

3.h. Country United States of America

Preparer's Contact Information

4. Preparer's Daytime Phone Number Extension

(213) 375-4084

5. Preparer's E-mail Address (if any)

LindaLee@immigrationhelpia.com

Declaration

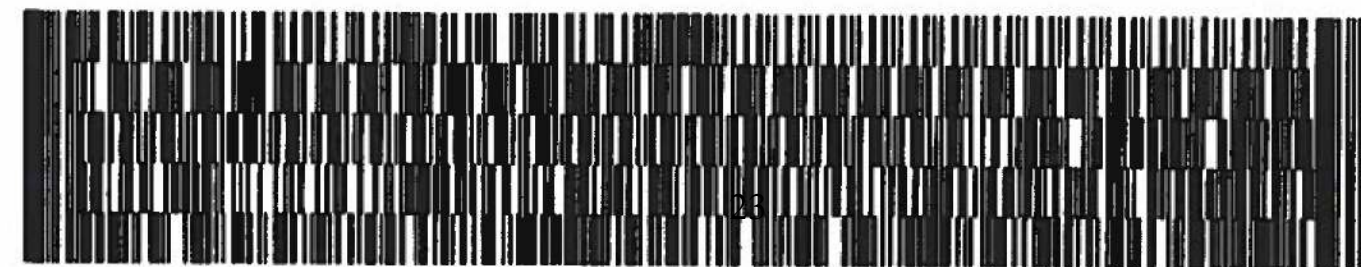
To be completed by all preparers, including attorneys and authorized representatives: I declare that I prepared this benefit request at the request of the applicant, that it is based on all the information of which I have knowledge, and that the information is true to the best of my knowledge.

6.a. Signature of Preparer



6.b. Date of Signature (mm/dd/yyyy) ▶ 10/27/2021

NOTE: If you require more space to provide any additional information, use a separate sheet of paper. You must include your Name and A-Number on the top of each sheet.





U.S. Citizenship
and Immigration
Services

Questions and Answers

USCIS National Benefits Center (NBC) and American Immigration Lawyers Association (AILA) Meeting May 15, 2015

Overview

On May 15, 2015, the American Immigration Lawyers Association (AILA) met with USCIS's National Benefits Center (NBC) to discuss new NBC initiatives, staffing updates and follow up items. The questions and answers are provided below for the benefits of interested stakeholders.

Questions and Answers

New NBC Initiatives, Staffing Updates and Follow-up Items

1. Question

Please provide updates on new NBC initiatives, including any new standard operating procedures that are currently in process or are scheduled.

Response: With the end of the shipments of Stand-Alone I-130s last year, the start up of the Civil Surgeon centralization program here at NBC, and the continuation of the shipments of I-485 Interview Waiver cases we are looking to keep ahead of the curve by making sure adjudication of all forms continues to be timely.

2. Question

Please provide an update on any key staffing changes that have taken place since our last engagement on November 18, 2014.

Response: Since our last engagement:

- Deputy Director Terri Robinson was detailed to be Director of the District 15 office in Kansas City.
- Pharrak Blackwood served as Assistant Center Director for Records after the departure of Teresa Clum. John Rogers became the new Assistant Center Director for Records 17 May.

3. Question

We greatly appreciate the progress the NBC has made to reduce processing times and undertake adjudications in new product lines. What challenges does the NBC anticipate during the remainder of FY2015? Are you focusing resources on particular areas/product lines?

Response:

- USCIS ELIS will continue to be a challenge for us as we accept I-90 applications. I-90s are new to USCIS ELIS and there will be a continual need to resolve technical issues, train adjudicators and keep up with an increasing number of applications as we receive them.
- NBC is heavily involved in the drafting of the new I-601A rule. We expect whatever changes come as a result of the new rule to impact NBC.
- We also look forward to continued success meeting the challenges posed by our Service Request management Tool (SRMT) workload. In August of 2013, we had approximately 70,000 SRMT requests pending. With an aggressive plan which included bulk closing some requests where the benefit had already been granted, and by making staffing changes, we were able to reduce this number significantly. Presently, we have less than 5500 SRMT requests pending and are processing these in 14 days or less, and we expect to improve on this.

Processing Times

4. Question

Please provide current processing times for the following:

- a) N-400, Application for Naturalization.

Response: We would ask you to go to uscis.gov and look up the processing time by Field Office, as processing times for N400, including NBC's portion, are rolled up into each Field Offices listed time. There are no separate processing times for NBC.

- b) Stand-alone I-130, Petition for Alien Relative.

Response: Processing times for these can be found at each of the Service Center sections on the uscis.gov web page.

- c) Interview-waiver I-485, Application to Register Permanent Residence or Adjust Status.

Response: The processing times for these are consolidated with I-485 Interview cases and can be found on each Field Office's section on the uscis.gov web page. There are no separate processing times for NBC.

- d) I-601A, Application for Provisional Unlawful Presence Waiver.

Response: The USCIS Cycle Time for the I-601A is 3 months. We are currently processing them at 2.4 months.

Provisional Waivers (Form I-601A)

5. Question

Members report receiving I-601A denials where it appears that evidence of clear, well-documented, and pervasive hardship was submitted. While we understand that the hardship determination is discretionary, and that guidance on the definition of extreme hardship is forthcoming,¹ what steps should a member take now if they receive a denial but believe that key evidence may have been overlooked or given insufficient weight?²

Response: The persuasive weight of evidence, including evidence of extreme hardship, is determined by quality, not quantity. And there is not any “presumption” of extreme hardship. There are no motion or appeal rights for the denial of a provisional unlawful presence waiver. Members who have received a denial decision on a provisional unlawful presence waiver may file a new I-601A with the same initial evidence and may point out how any of this evidence may have been overlooked or given insufficient weight in an earlier decision on a different application. They may, of course, also submit any additional evidence that may have become available since the denial of the earlier application.

6. Question

AILA has observed a number of cases where it appears that little or no weight was given to a psychological and/or mental health evaluation. Denials often note that the evaluator only conducted “a single interview.”³ The individuals conducting these evaluations are typically licensed therapists who are trained to conduct in-depth assessments of patients on their first visit in order to provide a diagnosis and treatment plan based upon that first visit. The initial evaluation is required for insurance purposes. Unlike normal patient visits, which may last less than one hour, the visits for the initial evaluations are lengthy and may include interviews with all immediate family members. Therefore, these initial evaluations are critical assessments as to the issues, symptoms, traumas, and hardships the qualifying relative faces. Given the evaluator’s expertise and training, these evaluations should be given proper consideration. What factors do USCIS officers consider in determining whether this criterion has been met when they review evidence of health-related hardship grounds that include the use of expert evaluations? What training have adjudicators received on this issue?

Response: USCIS officers consider whether the diagnosis has been rendered by a competent mental health professional and whether the diagnosis is for a condition for which the qualifying relative requires ongoing or specialized treatment. The record must establish that the emotional effects of separation from the applicant, as described by the treating physician, are more serious

¹ “DHS Memo on Expansion of the Provisional Waiver Program,” AILA Doc. No. 14112007 (11/20/14) (“USCIS should clarify the factors that are considered by adjudicators in determining whether the ‘extreme hardship’ standard has been met.”)

² See [REDACTED], [REDACTED], [REDACTED].

³ See [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED].

than the type of hardship that would normally be expected if the applicant were refused admission.

Officers receive training on the types of hardships which are considered common consequences of visa refusal, and the factors that may exacerbate these hardships, causing them to rise to the level of extreme hardship. With regard to health-related hardship, officers consider whether the qualifying family member requires ongoing or specialized treatment; whether the condition may be exacerbated by the applicant's absence; whether the treatment is available in the country of relocation; how long the qualifying family member will require the treatment; and whether the condition is acute or chronic.

7. Question

If an applicant needs to amend the information provided in a Form I-601A, be it travel history, address, alias or other names used, what is the best method to do so when the Form I-601A is still pending at the NBC?

Response: Applicants who need to amend the information provided in a Form I-601A while it is pending at the NBC should send a request to update their application with the amended information to:

U.S. Department of Homeland Security
PO Box 648004
Lee's Summit, MO 64002

For express delivery, use this address:
National Benefits Center
USCIS
850 NW Chipman Road, Suite 5000
Lee's Summit, MO 64063

Note: Requests to change the applicant's name or date of birth should be accompanied by the applicant's birth certificate or by the biographical page of the applicant's passport.

Adjustment of Status

8. Question

The Request for Applicant to Appear for Initial Interview notice instructs the applicant to bring: "A completed medical examination (Form I-693) and vaccination supplement in a sealed envelope (unless already submitted)." Effective June 1, 2014, USCIS changed its policy limiting the validity period for all Forms I-693 to one year.⁴ Will USCIS amend the notice to reflect its new policy to ensure that applicants bring updated medical examinations, if necessary?

⁴ USCIS Issues New Policy on Form I-693, Report of Medical Examination and Vaccination Record: <http://www.uscis.gov/news/alerts/uscis-issues-new-policy-form-i-693-report-medical-examination-and-vaccination-record>²⁷

Response: At this time, NBC does not plan to change the wording of the notice.

9. Question

Stakeholders report an unusual increase in Requests for Evidence (RFE) for same-sex I-130/I-485 adjustment of status cases soliciting marriage certificates when one was already provided with the original filing.⁵ While this type of RFE is easily responded to, it delays the issuance of ancillary benefits and the adjustment of status interview.

a) Can the NBC review this issue and advise if this may have been a training issue?

Response: There was a process issue which caused unnecessary RFEs to be sent for marriage certificates between December 8, 2014 and February 6, 2015. This issue was identified in the beginning of February and the process was corrected on February 7, 2015.

b) In cases where a valid marriage certificate was clearly provided with the initial filing will the NBC expedite the issuance of work authorization and advance parole?

Response: If a valid marriage certificate was provided and all other initial evidence meets NBC initial review criteria for I-130/I-485, work authorization and advance parole will be adjudicated through normal process in the receipt date order.

10. Question

Please confirm the current procedure for requesting that the NBC accelerate processing of an adjustment of status application when the applicant will be aging out. Unfortunately, requests made through the NCSC are routinely denied as not falling under one of the expedite criteria. Assuming a case is expedited due to imminent age out, what time period should customers expect for the resolution of the case?

Response: NBC does not have a special process set aside for this type of request. If an AILA member becomes aware of a case like this, he or she is encouraged to use the email box set up for these inquiries (nbc.attorneyliaison@uscis.dhs.gov).

Affidavits of Support

11. Question

Stakeholders report that Requests for Evidence (RFE) are being issued erroneously on Forms I-864, including seemingly simple cases and cases that are slightly more complex because they include joint sponsors or a combination of incomes/assets. Specifically, we have seen a large number of RFEs issued when (1) USCIS determines that the income (of the petitioner or joint sponsor) does not meet 125% of the poverty guideline for the household size, when in fact, the evidence submitted clearly shows it does meet the poverty guidelines; or (2) USCIS fails to take into account other evidence of income or assets other than tax returns.⁶

⁵ See [REDACTED], [REDACTED], [REDACTED], and [REDACTED].

⁶ See [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], and [REDACTED].

- a) Has NBC noticed an uptick in RFEs for Forms I-864? What type of training do USCIS Officers receive in reviewing financial documentation?

Response: After reviewing the data of RFEs for the last 10 months, NBC has not seen an uptick in RFEs for Form I-864. NBC utilizes contractors to conduct initial case review through AOS checklist. However, the contractors do not have any adjudicative discretion. Therefore, if the I-864 is more complex or presents a combination of incomes/assets, a RFE might be triggered because the checklist questions are not able to cover every scenario.

NBC has subject matter experts who possess advanced knowledge in the financial and tax field to provide additional information and instruction with regard to determining the adequacy of documentation included with I-864 at the NBC. They also assist to conduct regular in-house training in reviewing financial documentation which include tax forms, financial statements, asset claims, etc.

- b) In cases where it is determined that the initial evidence submitted was in fact sufficient, will the NBC expedite the issuance of work authorization and advance parole?

Response: Once the cases meet the initial evidence requirements, work authorization and advance parole will be processed in the receipt date order.

- c) If the applicant is confident that the petitioner's Form I-864 is sufficient and elects to respond to the RFE by explaining why it is sufficient and why a joint sponsor is not required, please confirm that the NBC will forward the case to the local office for adjudication and ultimate determination of these issues.

Response: NBC is responsible for completing the review of an I-864. A written explanation can be submitted with the RFE response, and NBC officers will take the explanation into account to make a determination on I-864 sufficiency. If the petitioner's I-864 is found insufficient and no joint sponsor has submitted an I-864, the case will not be forwarded to the field. Rather, NBC will deny the Form I-485 because of the insufficiency of the response.

Advance Parole

12. Question

When a customer requests an expedite on a Form I-131, Application for Advance Parole via either NCSC or the Field Office, and USCIS agrees to expedite, how soon can he or she expect a decision on the Form I-131?

Response: We receive requests for expedite processing two ways. We receive some requests via email or phone call from Field Offices as a result of an applicant scheduling an InfoPass appointment. We also receive requests via Service Request Management Tool (SRMT). The response process is similar, however.

We respond to SRMT requests for expedite processing within 5 days of receipt. If our initial response is a request for additional information²⁰ to justify the expedite processing, we will allow

more time for the applicant or attorney to respond. But for both types of requests, however, once we receive all required information and determine that expeditious adjudication is warranted, the applicant may expect to receive their Advance Parole Document within 7 – 14 days.

Green Card Renewals or Replacements

13. Question

At our November 18, 2014 engagement, Ms. Stanley provided an ELIS update on the soft launch of e-filing for Form I-90. Stakeholders continue to be concerned about processing delays when renewing or replacing a Permanent Resident Card (Form I-90).⁷

- a) Is the ELIS option operational? If not, when does USCIS expect that it will be in place? Will ELIS processing of the I-90 reduce processing times?

Response: Processing of I-90s in USCIS ELIS began March 30 of this year.

- b) Please provide an overview of the I-90 adjudication process so that we can better understand the challenges of adjudicating these applications. If the ELIS I-90 process is in place at the time of our meeting, please also provide an overview of the ELIS process.

Response: The adjudication process in ELIS was designed to mirror the paper adjudication process. The following process describes both.

- Applicant files the I-90 with the Lockbox or Online with e-Filing.
- The Lockbox determines whether the application was properly filed. (i.e. completed application, signature, supporting documents and appropriate fee.)
 - If application was not properly filed, the application will be rejected and returned with fee to applicant.
- Once application is accepted, the Lockbox scans the documents to create electronic data and creates a receipt file for the paper documents to send to the NBC.
- NBC receives the receipt files and starts the pre-processing of these receipts.
- Pre-processing includes:
 - Scheduling ASC (Application Support Center) appointments to have biometrics taken and verify identity of the applicant.
 - Obtaining and reviewing Fingerprint Results,
 - Obtaining and reviewing Background Checks, and
- The receipt files are made ready for adjudication and stored in file room to be delivered to Immigration Service Officers on a first in, first out basis.

⁷ As of January 31, 2015, NBC processing times for all Forms I-90 was reported as July 16, 2014. <https://egov.uscis.gov/cris/processingTimesDisplay.do>.

- The Immigration Service Officer receives the receipt file and reviews for eligibility, confirms identity, system checks and determines whether additional information or evidence is needed or makes a final adjudicative decision.
- If information is not found, an RFE (Request for evidence) will be issued. The File will be held until a response is received or 87 days have expired without response. A final decision will be made at that time.
- The applicant will receive their new I-551 card if application is approved. The applicant and/or their attorney/representative will receive a notice of action letter explaining the status of the application and possible appeal rights, if denied or terminated as appropriate.

c) Please provide the following statistics:

- a. The number of Forms I-90 received (weekly/monthly)⁸

Response: The number of Form I-90 Receipt Files the NBC receives varies and fluctuates from month to month for a variety of reasons. Currently, USCIS is anticipating approximately 783,000 Form I-90 applications for fiscal year 2015. During the first quarter of FY15, USCIS has received 160,937 Form I-90 applications.

- b. The number of staff at the NBC who adjudicate Forms I-90;

Response: NBC currently has 92 officers assigned to the I-90 workload. We are still filling positions and anticipate adding an additional 35 officers to the I-90 workload.

- c. The amount of time from receipt to decision it takes an officer to adjudicate a Form I-90;

Response: The USCIS processing goal is 3.5 months from date of receipt to final adjudication. NBC is working diligently to reach that goal.

- d. The percentage/number of cases where an RFE is issued;

Response: NBC sends out approximately 3,600 RFE (Requests for Evidence) on a monthly basis. The six-month average for RFEs sent is 7.23%.

- e. The percentage/number of cases that are delayed when the applicant fails to attend a biometrics appointment;

Response: NBC does not track the number of cases where the applicant failed to attend a biometrics appointment.

⁸ USCIS Performance Report notes 160,937 Forms I-90 received during the first quarter of FY-2015. AILA InfoNet Doc. No. 15021865 (posted 02/18/2015).

- f. The percentage/number of cases where the Permanent Resident Card is returned as undeliverable or where the Form I-90 applicant indicated the approved Permanent Resident Card was never received.

Response: The NBC received back 18,754 Permanent Resident Cards for the calendar year of 2014. NBC was able to re-mail 20,417 Permanent Resident Cards to the correct applicant address successfully. This total includes carry over from the 2013 calendar year.

USCIS sends the I-551 card to a U.S. address in coordination with the secure mail initiative. The Secure Mail Initiative (SMI) uses the U.S. Postal Service (USPS) Priority Mail with Delivery Confirmation to deliver certain immigration documents (including I-551 cards) in a safe, secure and timely manner. For additional information, please see

<http://www.uscis.gov/news/uscis-improves-delivery-immigration-documents-through-secure-mail-initiative>.

14. Question

In cases where a permanent resident is mistakenly issued a 10-year green card instead of a 2-year conditional green card, Service Centers sometimes refuse to adjudicate an I-751 petition to remove the conditions on residence until the error is corrected through the filing of an I-90. Please confirm that the NBC will adjudicate the I-90 even if the applicant is no longer a conditional resident at the time of filing and/or adjudication.

Response: NBC will deny the I-90 application. We are unable to issue an I-551 card with expired validity dates. NBC is unable to address the issue with the I-751, Petition to Remove Conditions on Residence. Please contact the appropriate Service Center (California or Vermont). The card would not be produced as the expiration date would have already passed by the time a request for correction is filed with an I-90, if we are understanding the question correctly

USCIS – AILA Engagements

15. Question

AILA continues to value the opportunity to speak with the NBC to discuss issues of mutual interest. Our committee is interested in learning how we can improve our communications with you and what recommendations you can provide to facilitate your processing of cases. We welcome your comments, complaints and suggestions. Thank you.

Response: NBC also welcomes the opportunity we have twice a year to engage on topics of interest to both AILA and NBC. Thank you for your commitment to work together on issues to benefit Stakeholders of USCIS. NBC does not have anything to offer at this time regarding improving engagements.



Linda Lee Managing Attorney <lindalee@immigrationhelppla.com>

- Service Item Number: 21521356

1 message

USCIS No Reply <no-reply@uscis.dhs.gov>

Mon, Feb 7, 2022 at 11:01 AM

To: "lindalee@immigrationhelppla.com" <lindalee@immigrationhelppla.com>

C/o LINDA LEE

Dear MICHAEL JULIAN BASSETT,

Thank you for your inquiry dated February 04, 2022.

Regarding your Form I-131, Application for Travel Document:

After careful review of your inquiry, we determined that your issue will be best addressed by the USCIS office processing your case; therefore, we are forwarding your inquiry to the NATIONAL BENEFITS CENTER. The referral ID for this inquiry is WKD0382204287MSC. The NATIONAL BENEFITS CENTER will contact you concerning your case once they have reviewed your inquiry.

If you need more assistance with your USCIS online filing system account, please submit another inquiry to the USCIS Contact Center at <https://my.uscis.gov/account/v1/needhelp> or log into your online account for specific case inquiries and contact us at <https://my.uscis.gov/account/v1/inbox>.

If you move remember to update your address in the USCIS online filing system or contact the USCIS Contact Center at <https://my.uscis.gov/account/v1/needhelp> or log into your online account for specific case inquiries and contact us at <https://my.uscis.gov/account/v1/inbox>. You must also update your address using our online tool at uscis.gov/addresschange.

If you have any other questions, please visit the [USCIS Contact Center](#).

If you haven't done so already, visit myaccount.uscis.gov to sign up for a USCIS online account where you can explore filing online, send us secure messages through your account inbox and get instant updates on the status of your case.

If you move, you must update your address with USCIS within 10 days using our online tool at uscis.gov/addresschange, and in your USCIS Online Account.

This mailbox is not monitored for incoming messages. Please do not reply to this message.

ref:_00DG0hO5S._500t0wwjAR:ref

Para tener acceso a este sitio en español, presione aquí (/es).

Check Case Processing Times

Select your form number and the office that is processing your case

For more information about case processing times and reading your receipt notice, visit the [Case Processing Times \(/more-info\)](#) page.

0:14



Form

I-485 | Application to Register Permanent Residence or Adjust Status



Field Office or Service Center

Los Angeles CA



Get processing time

Processing time for Application to Register Permanent Residence or Adjust Status (I-485) at Los Angeles CA

Estimated time range		
9	to	25.5
Months		Months

[Check your case status \(https://egov.uscis.gov/casestatus/landing.do\)](https://egov.uscis.gov/casestatus/landing.do)

How we process cases

This time range is how long it is taking USCIS to process your case from the date we received it. We generally process cases in the order we receive them, and we will update this page each month. The estimated time range displayed is based on data captured approximately two months prior to updating the page. Please note that times may change without prior notice.

We have posted a “Receipt date for a case inquiry”³⁴ in the table below to show when you can inquire about your case. If your [receipt date \(/more-info\)](#) is before the “Receipt date for a case inquiry”, you can submit an “outside normal processing time” service request [online \(https://egov.uscis.gov/e-request\)](https://egov.uscis.gov/e-request).

10 Months to 16 Months Employment-Based adjustment applications December 14, 2020

7.5 Months to 28 Months Family-Based adjustment applications December 15, 2019

0:14



Other case processing times resources

[When to expect to receive your Green Card \(/expect-green-card\)](#)

[Processing information for the I-765 \(/i765\)](#)

[Affirmative Asylum Interview Scheduling](#)

<http://www.uscis.gov/humanitarian/refugees-asylum/asylum/affirmative-asylum-scheduling-bulletin>

[Administrative Appeals Office \(https://www.uscis.gov/about-us/directorates-and-program-offices/administrative-appeals-office-aao/aao-processing-times\)](https://www.uscis.gov/about-us/directorates-and-program-offices/administrative-appeals-office-aao/aao-processing-times)

[International Offices \(/international-operations-office\)](#)

[Historical Average Processing Times \(/historic-pt\)](#)

[Parole Processing \(https://www.uscis.gov/humanitarian/humanitarian-parole/parole-processing\)](https://www.uscis.gov/humanitarian/humanitarian-parole/parole-processing)



Case management tools

[Inquire about a case outside normal processing time \(https://egov.uscis.gov/e-request/displayONPTForm.do?entryPoint=init&sroPageType=onpt\)](https://egov.uscis.gov/e-request/displayONPTForm.do?entryPoint=init&sroPageType=onpt)

[Check your case status \(https://egov.uscis.gov/casestatus/landing.do\)](https://egov.uscis.gov/casestatus/landing.do)

[Update your mailing address \(https://egov.uscis.gov/coa/\)](https://egov.uscis.gov/coa/)

[Ask about missing mail \(https://egov.uscis.gov/e-Request/Intro.do\)](https://egov.uscis.gov/e-Request/Intro.do)

[Correct a typographical error \(https://egov.uscis.gov/e-request/displayTypoForm.do?entryPoint=init&sroPageType=typoError\)](https://egov.uscis.gov/e-request/displayTypoForm.do?entryPoint=init&sroPageType=typoError)

[Request appointment accommodations \(https://egov.uscis.gov/e-request/displayAccomForm.do?entryPoint=init&sroPageType=accommodations\)](https://egov.uscis.gov/e-request/displayAccomForm.do?entryPoint=init&sroPageType=accommodations)

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THE UNITED STATES OF AMERICA

I-797 | NOTICE OF ACTION | DEPARTMENT OF HOMELAND SECURITY U.S. CITIZENSHIP AND IMMIGRATION SERVICES

Receipt Number MSC2216450106	USCIS Online Account Number	Case Type I131 - APPLICATION FOR TRAVEL DOCUMENT
Received Date 03/23/2022	Priority Date	Applicant A219 727 936 MICHAEL JULIAN BASSETT
Notice Date 03/23/2022	Page 1 of 1	

MICHAEL JULIAN BASSETT
19817 MONTAU DRIVE
TOPANGA CA 90290

Notice Type: Approval Notice
Valid from 03/23/2022 to 04/22/2022

We have approved your application for an Advanced Parole Document. Your travel document will be mailed to you separately and will show the validity of the document and any travel conditions.

How to Use Your Advance Parole Document

You should take your passport and the Advance Parole Document with you when you leave the U.S. You cannot use the Advance Parole Document in place of your passport. When you return to the U.S., present the Advance Parole Document to the U.S. Customs and Border Protection (CBP) officer who inspects you at the port-of-entry.

Before You Leave the United States

Please note the following information:

- Parole into the United States is not guaranteed. In all cases, a CBP officer must still inspect you at a port of entry to determine whether you are eligible to come into the United States according to the terms of this advance parole. Even though USCIS approved your advance parole, CBP may still refuse to parole you into the United States.
- Parole into the United States is not an "admission" into the U.S. If you have a pending Form I-485 and we deny it, you may be subject to removal proceedings for being inadmissible to the U.S.
- Unlawful Presence. If you leave the United States after being unlawfully present in the United States, you may be barred from admission even if you obtained advance parole. If you were unlawfully present in the United States for more than 180 days but less than one year and you leave the U.S. voluntarily before the start of removal proceedings, you are inadmissible for three years; if you were unlawfully present for one year or more, you are inadmissible for ten years.

THIS FORM IS NOT A VISA AND MAY NOT BE USED IN PLACE OF A VISA.

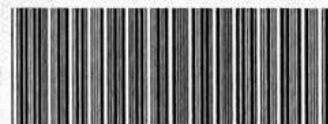
NOTICE: Although this application or petition has been approved, USCIS and the U.S. Department of Homeland Security reserve the right to verify this information before and/or after making a decision on your case so we can ensure that you have complied with applicable laws, rules, regulations, and other legal authorities. We may review public information and records, contact others by mail, the internet or phone, conduct site inspections of businesses and residences, or use other methods of verification. We will use the information obtained to determine whether you are eligible for the benefit you seek. If we find any derogatory information, we will follow the law in determining whether to provide you (and the legal representative listed on your Form G-28, if you submitted one) an opportunity to address that information before we make a formal decision on your case or start proceedings.

Please see the additional information on the back. We will notify you separately about any other cases you have filed.

USCIS encourages you to sign up for a USCIS online account. To learn more about creating an account and the benefits, go to <https://www.uscis.gov/file-online>.

National Benefits Center
U.S. CITIZENSHIP & IMMIGRATION SVC
P.O. Box 648003
Lee's Summit MO 64002

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USCIS Contact Center: www.uscis.gov/contactcenter



U.S. Citizenship
and Immigration
Services

Questions and Answers

USCIS National Benefits Center (NBC) and American Immigration Lawyers Association (AILA) Meeting May 15, 2015

Overview

On May 15, 2015, the American Immigration Lawyers Association (AILA) met with USCIS's National Benefits Center (NBC) to discuss new NBC initiatives, staffing updates and follow up items. The questions and answers are provided below for the benefits of interested stakeholders.

Questions and Answers

New NBC Initiatives, Staffing Updates and Follow-up Items

1. Question

Please provide updates on new NBC initiatives, including any new standard operating procedures that are currently in process or are scheduled.

Response: With the end of the shipments of Stand-Alone I-130s last year, the start up of the Civil Surgeon centralization program here at NBC, and the continuation of the shipments of I-485 Interview Waiver cases we are looking to keep ahead of the curve by making sure adjudication of all forms continues to be timely.

2. Question

Please provide an update on any key staffing changes that have taken place since our last engagement on November 18, 2014.

Response: Since our last engagement:

- Deputy Director Terri Robinson was detailed to be Director of the District 15 office in Kansas City.
- Pharrak Blackwood served as Assistant Center Director for Records after the departure of Teresa Clum. John Rogers became the new Assistant Center Director for Records 17 May.

3. Question

We greatly appreciate the progress the NBC has made to reduce processing times and undertake adjudications in new product lines. What challenges does the NBC anticipate during the remainder of FY2015? Are you focusing resources on particular areas/product lines?

Response:

- USCIS ELIS will continue to be a challenge for us as we accept I-90 applications. I-90s are new to USCIS ELIS and there will be a continual need to resolve technical issues, train adjudicators and keep up with an increasing number of applications as we receive them.
- NBC is heavily involved in the drafting of the new I-601A rule. We expect whatever changes come as a result of the new rule to impact NBC.
- We also look forward to continued success meeting the challenges posed by our Service Request management Tool (SRMT) workload. In August of 2013, we had approximately 70,000 SRMT requests pending. With an aggressive plan which included bulk closing some requests where the benefit had already been granted, and by making staffing changes, we were able to reduce this number significantly. Presently, we have less than 5500 SRMT requests pending and are processing these in 14 days or less, and we expect to improve on this.

Processing Times

4. Question

Please provide current processing times for the following:

- a) N-400, Application for Naturalization.

Response: We would ask you to go to uscis.gov and look up the processing time by Field Office, as processing times for N400, including NBC's portion, are rolled up into each Field Offices listed time. There are no separate processing times for NBC.

- b) Stand-alone I-130, Petition for Alien Relative.

Response: Processing times for these can be found at each of the Service Center sections on the uscis.gov web page.

- c) Interview-waiver I-485, Application to Register Permanent Residence or Adjust Status.

Response: The processing times for these are consolidated with I-485 Interview cases and can be found on each Field Office's section on the uscis.gov web page. There are no separate processing times for NBC.

- d) I-601A, Application for Provisional Unlawful Presence Waiver.

Response: The USCIS Cycle Time for the I-601A is 3 months. We are currently processing them at 2.4 months.

Provisional Waivers (Form I-601A)

5. Question

Members report receiving I-601A denials where it appears that evidence of clear, well-documented, and pervasive hardship was submitted. While we understand that the hardship determination is discretionary, and that guidance on the definition of extreme hardship is forthcoming,¹ what steps should a member take now if they receive a denial but believe that key evidence may have been overlooked or given insufficient weight?²

Response: The persuasive weight of evidence, including evidence of extreme hardship, is determined by quality, not quantity. And there is not any “presumption” of extreme hardship. There are no motion or appeal rights for the denial of a provisional unlawful presence waiver. Members who have received a denial decision on a provisional unlawful presence waiver may file a new I-601A with the same initial evidence and may point out how any of this evidence may have been overlooked or given insufficient weight in an earlier decision on a different application. They may, of course, also submit any additional evidence that may have become available since the denial of the earlier application.

6. Question

AILA has observed a number of cases where it appears that little or no weight was given to a psychological and/or mental health evaluation. Denials often note that the evaluator only conducted “a single interview.”³ The individuals conducting these evaluations are typically licensed therapists who are trained to conduct in-depth assessments of patients on their first visit in order to provide a diagnosis and treatment plan based upon that first visit. The initial evaluation is required for insurance purposes. Unlike normal patient visits, which may last less than one hour, the visits for the initial evaluations are lengthy and may include interviews with all immediate family members. Therefore, these initial evaluations are critical assessments as to the issues, symptoms, traumas, and hardships the qualifying relative faces. Given the evaluator’s expertise and training, these evaluations should be given proper consideration. What factors do USCIS officers consider in determining whether this criterion has been met when they review evidence of health-related hardship grounds that include the use of expert evaluations? What training have adjudicators received on this issue?

Response: USCIS officers consider whether the diagnosis has been rendered by a competent mental health professional and whether the diagnosis is for a condition for which the qualifying relative requires ongoing or specialized treatment. The record must establish that the emotional effects of separation from the applicant, as described by the treating physician, are more serious

¹ “DHS Memo on Expansion of the Provisional Waiver Program,” AILA Doc. No. 14112007 (11/20/14) (“USCIS should clarify the factors that are considered by adjudicators in determining whether the ‘extreme hardship’ standard has been met.”)

² See [REDACTED], [REDACTED], [REDACTED].

³ See [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED].

than the type of hardship that would normally be expected if the applicant were refused admission.

Officers receive training on the types of hardships which are considered common consequences of visa refusal, and the factors that may exacerbate these hardships, causing them to rise to the level of extreme hardship. With regard to health-related hardship, officers consider whether the qualifying family member requires ongoing or specialized treatment; whether the condition may be exacerbated by the applicant's absence; whether the treatment is available in the country of relocation; how long the qualifying family member will require the treatment; and whether the condition is acute or chronic.

7. Question

If an applicant needs to amend the information provided in a Form I-601A, be it travel history, address, alias or other names used, what is the best method to do so when the Form I-601A is still pending at the NBC?

Response: Applicants who need to amend the information provided in a Form I-601A while it is pending at the NBC should send a request to update their application with the amended information to:

U.S. Department of Homeland Security
PO Box 648004
Lee's Summit, MO 64002

For express delivery, use this address:
National Benefits Center
USCIS
850 NW Chipman Road, Suite 5000
Lee's Summit, MO 64063

Note: Requests to change the applicant's name or date of birth should be accompanied by the applicant's birth certificate or by the biographical page of the applicant's passport.

Adjustment of Status

8. Question

The Request for Applicant to Appear for Initial Interview notice instructs the applicant to bring: "A completed medical examination (Form I-693) and vaccination supplement in a sealed envelope (unless already submitted)." Effective June 1, 2014, USCIS changed its policy limiting the validity period for all Forms I-693 to one year.⁴ Will USCIS amend the notice to reflect its new policy to ensure that applicants bring updated medical examinations, if necessary?

⁴ USCIS Issues New Policy on Form I-693, Report of Medical Examination and Vaccination Record: <http://www.uscis.gov/news/alerts/uscis-issues-new-policy-form-i-693-report-medical-examination-and-vaccination-record>⁴⁰

Response: At this time, NBC does not plan to change the wording of the notice.

9. Question

Stakeholders report an unusual increase in Requests for Evidence (RFE) for same-sex I-130/I-485 adjustment of status cases soliciting marriage certificates when one was already provided with the original filing.⁵ While this type of RFE is easily responded to, it delays the issuance of ancillary benefits and the adjustment of status interview.

a) Can the NBC review this issue and advise if this may have been a training issue?

Response: There was a process issue which caused unnecessary RFEs to be sent for marriage certificates between December 8, 2014 and February 6, 2015. This issue was identified in the beginning of February and the process was corrected on February 7, 2015.

b) In cases where a valid marriage certificate was clearly provided with the initial filing will the NBC expedite the issuance of work authorization and advance parole?

Response: If a valid marriage certificate was provided and all other initial evidence meets NBC initial review criteria for I-130/I-485, work authorization and advance parole will be adjudicated through normal process in the receipt date order.

10. Question

Please confirm the current procedure for requesting that the NBC accelerate processing of an adjustment of status application when the applicant will be aging out. Unfortunately, requests made through the NCSC are routinely denied as not falling under one of the expedite criteria. Assuming a case is expedited due to imminent age out, what time period should customers expect for the resolution of the case?

Response: NBC does not have a special process set aside for this type of request. If an AILA member becomes aware of a case like this, he or she is encouraged to use the email box set up for these inquiries (nbc.attorneyliaison@uscis.dhs.gov).

Affidavits of Support

11. Question

Stakeholders report that Requests for Evidence (RFE) are being issued erroneously on Forms I-864, including seemingly simple cases and cases that are slightly more complex because they include joint sponsors or a combination of incomes/assets. Specifically, we have seen a large number of RFEs issued when (1) USCIS determines that the income (of the petitioner or joint sponsor) does not meet 125% of the poverty guideline for the household size, when in fact, the evidence submitted clearly shows it does meet the poverty guidelines; or (2) USCIS fails to take into account other evidence of income or assets other than tax returns.⁶

⁵ See [REDACTED], [REDACTED], [REDACTED], and [REDACTED].

⁶ See [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], and [REDACTED].

- a) Has NBC noticed an uptick in RFEs for Forms I-864? What type of training do USCIS Officers receive in reviewing financial documentation?

Response: After reviewing the data of RFEs for the last 10 months, NBC has not seen an uptick in RFEs for Form I-864. NBC utilizes contractors to conduct initial case review through AOS checklist. However, the contractors do not have any adjudicative discretion. Therefore, if the I-864 is more complex or presents a combination of incomes/assets, a RFE might be triggered because the checklist questions are not able to cover every scenario.

NBC has subject matter experts who possess advanced knowledge in the financial and tax field to provide additional information and instruction with regard to determining the adequacy of documentation included with I-864 at the NBC. They also assist to conduct regular in-house training in reviewing financial documentation which include tax forms, financial statements, asset claims, etc.

- b) In cases where it is determined that the initial evidence submitted was in fact sufficient, will the NBC expedite the issuance of work authorization and advance parole?

Response: Once the cases meet the initial evidence requirements, work authorization and advance parole will be processed in the receipt date order.

- c) If the applicant is confident that the petitioner's Form I-864 is sufficient and elects to respond to the RFE by explaining why it is sufficient and why a joint sponsor is not required, please confirm that the NBC will forward the case to the local office for adjudication and ultimate determination of these issues.

Response: NBC is responsible for completing the review of an I-864. A written explanation can be submitted with the RFE response, and NBC officers will take the explanation into account to make a determination on I-864 sufficiency. If the petitioner's I-864 is found insufficient and no joint sponsor has submitted an I-864, the case will not be forwarded to the field. Rather, NBC will deny the Form I-485 because of the insufficiency of the response.

Advance Parole

12. Question

When a customer requests an expedite on a Form I-131, Application for Advance Parole via either NCSC or the Field Office, and USCIS agrees to expedite, how soon can he or she expect a decision on the Form I-131?

Response: We receive requests for expedite processing two ways. We receive some requests via email or phone call from Field Offices as a result of an applicant scheduling an InfoPass appointment. We also receive requests via Service Request Management Tool (SRMT). The response process is similar, however.

We respond to SRMT requests for expedite processing within 5 days of receipt. If our initial response is a request for additional information to justify the expedite processing, we will allow

more time for the applicant or attorney to respond. But for both types of requests, however, once we receive all required information and determine that expeditious adjudication is warranted, the applicant may expect to receive their Advance Parole Document within 7 – 14 days.

Green Card Renewals or Replacements

13. Question

At our November 18, 2014 engagement, Ms. Stanley provided an ELIS update on the soft launch of e-filing for Form I-90. Stakeholders continue to be concerned about processing delays when renewing or replacing a Permanent Resident Card (Form I-90).⁷

- a) Is the ELIS option operational? If not, when does USCIS expect that it will be in place? Will ELIS processing of the I-90 reduce processing times?

Response: Processing of I-90s in USCIS ELIS began March 30 of this year.

- b) Please provide an overview of the I-90 adjudication process so that we can better understand the challenges of adjudicating these applications. If the ELIS I-90 process is in place at the time of our meeting, please also provide an overview of the ELIS process.

Response: The adjudication process in ELIS was designed to mirror the paper adjudication process. The following process describes both.

- Applicant files the I-90 with the Lockbox or Online with e-Filing.
- The Lockbox determines whether the application was properly filed. (i.e. completed application, signature, supporting documents and appropriate fee.)
 - If application was not properly filed, the application will be rejected and returned with fee to applicant.
- Once application is accepted, the Lockbox scans the documents to create electronic data and creates a receipt file for the paper documents to send to the NBC.
- NBC receives the receipt files and starts the pre-processing of these receipts.
- Pre-processing includes:
 - Scheduling ASC (Application Support Center) appointments to have biometrics taken and verify identity of the applicant.
 - Obtaining and reviewing Fingerprint Results,
 - Obtaining and reviewing Background Checks, and
- The receipt files are made ready for adjudication and stored in file room to be delivered to Immigration Service Officers on a first in, first out basis.

⁷ As of January 31, 2015, NBC processing times for all Forms I-90 was reported as July 16, 2014. <https://egov.uscis.gov/cris/processingTimesDisplay.do>.

- The Immigration Service Officer receives the receipt file and reviews for eligibility, confirms identity, system checks and determines whether additional information or evidence is needed or makes a final adjudicative decision.
- If information is not found, an RFE (Request for evidence) will be issued. The File will be held until a response is received or 87 days have expired without response. A final decision will be made at that time.
- The applicant will receive their new I-551 card if application is approved. The applicant and/or their attorney/representative will receive a notice of action letter explaining the status of the application and possible appeal rights, if denied or terminated as appropriate.

c) Please provide the following statistics:

- a. The number of Forms I-90 received (weekly/monthly)⁸

Response: The number of Form I-90 Receipt Files the NBC receives varies and fluctuates from month to month for a variety of reasons. Currently, USCIS is anticipating approximately 783,000 Form I-90 applications for fiscal year 2015. During the first quarter of FY15, USCIS has received 160,937 Form I-90 applications.

- b. The number of staff at the NBC who adjudicate Forms I-90;

Response: NBC currently has 92 officers assigned to the I-90 workload. We are still filling positions and anticipate adding an additional 35 officers to the I-90 workload.

- c. The amount of time from receipt to decision it takes an officer to adjudicate a Form I-90;

Response: The USCIS processing goal is 3.5 months from date of receipt to final adjudication. NBC is working diligently to reach that goal.

- d. The percentage/number of cases where an RFE is issued;

Response: NBC sends out approximately 3,600 RFE (Requests for Evidence) on a monthly basis. The six-month average for RFEs sent is 7.23%.

- e. The percentage/number of cases that are delayed when the applicant fails to attend a biometrics appointment;

Response: NBC does not track the number of cases where the applicant failed to attend a biometrics appointment.

⁸ USCIS Performance Report notes 160,937 Forms I-90 received during the first quarter of FY-2015. AILA InfoNet Doc. No. 15021865 (posted 02/18/2015).

- f. The percentage/number of cases where the Permanent Resident Card is returned as undeliverable or where the Form I-90 applicant indicated the approved Permanent Resident Card was never received.

Response: The NBC received back 18,754 Permanent Resident Cards for the calendar year of 2014. NBC was able to re-mail 20,417 Permanent Resident Cards to the correct applicant address successfully. This total includes carry over from the 2013 calendar year.

USCIS sends the I-551 card to a U.S. address in coordination with the secure mail initiative. The Secure Mail Initiative (SMI) uses the U.S. Postal Service (USPS) Priority Mail with Delivery Confirmation to deliver certain immigration documents (including I-551 cards) in a safe, secure and timely manner. For additional information, please see

<http://www.uscis.gov/news/uscis-improves-delivery-immigration-documents-through-secure-mail-initiative>.

14. Question

In cases where a permanent resident is mistakenly issued a 10-year green card instead of a 2-year conditional green card, Service Centers sometimes refuse to adjudicate an I-751 petition to remove the conditions on residence until the error is corrected through the filing of an I-90. Please confirm that the NBC will adjudicate the I-90 even if the applicant is no longer a conditional resident at the time of filing and/or adjudication.

Response: NBC will deny the I-90 application. We are unable to issue an I-551 card with expired validity dates. NBC is unable to address the issue with the I-751, Petition to Remove Conditions on Residence. Please contact the appropriate Service Center (California or Vermont). The card would not be produced as the expiration date would have already passed by the time a request for correction is filed with an I-90, if we are understanding the question correctly

USCIS – AILA Engagements

15. Question

AILA continues to value the opportunity to speak with the NBC to discuss issues of mutual interest. Our committee is interested in learning how we can improve our communications with you and what recommendations you can provide to facilitate your processing of cases. We welcome your comments, complaints and suggestions. Thank you.

Response: NBC also welcomes the opportunity we have twice a year to engage on topics of interest to both AILA and NBC. Thank you for your commitment to work together on issues to benefit Stakeholders of USCIS. NBC does not have anything to offer at this time regarding improving engagements.



CALIFORNIA
ASSOCIATION
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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Buyer's Brokerage Firm to Buyer)
(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/18)

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k) and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant Date 04/06/2021
 DocuSigned by: MJ Bassett
 E70E9A72D57C467
☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant Date 04/06/2021
 DocuSigned by: Karen Bassett
 9C7793B2A0454EE...

Agent COMPASS DRE Lic. # 01991628
 By [Signature] Real Estate Broker (Firm) Date 04/06/2021
 251585289B5041C... (Salesperson or Broker-Associate, if any) WILKE MARTIN ITZIN

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

Compass, 24903 Pacific Coast Hwy #200 Malibu CA 90265
 Wilke Itzin

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CIVIL CODE SECTIONS 2079.13 – 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16. Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: The following agency relationships are confirmed for this transaction:

Seller's Brokerage Firm	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is the broker of (check one): <input type="checkbox"/> the seller; or <input type="checkbox"/> both the buyer and seller. (dual agent)		
Seller's Agent	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is (check one): <input type="checkbox"/> the Seller's Agent. (salesperson or broker associate) <input type="checkbox"/> both the Buyer's and Seller's Agent. (dual agent)		
Buyer's Brokerage Firm	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is the broker of (check one): <input type="checkbox"/> the buyer; or <input type="checkbox"/> both the buyer and seller. (dual agent)		
Buyer's Agent	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is (check one): <input type="checkbox"/> the Buyer's Agent. (salesperson or broker associate) <input type="checkbox"/> both the Buyer's and Seller's Agent. (dual agent)		

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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ASSOCIATION
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FAIR HOUSING & DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, 10/20)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
 - A. **FEDERAL FAIR HOUSING ACT ("FHA")** Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
 - B. **CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA")** California Government Code ("GC") §§12900-12996, 12955; 2 California Code of Regulations ("CCR") §§12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
 - C. **CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh")** California Civil Code ("CC") §51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
 - D. **AMERICANS WITH DISABILITIES ACT ("ADA")** 42 U.S.C. §§12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
 - E. **OTHER FAIR HOUSING LAWS:** Section 504 of Rehabilitation Act of 1973 29 U.S.C. §794; Ralph Civil Rights Act CC §51.7.; California Disabled Persons Act; CC §§54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons if based on that person's belonging to, association with, or perceived membership to, any of the following classes or categories is prohibited.

Race	Color	Ancestry	National Origin	Religion
Sex	Sexual Orientation	Gender	Gender Identity	Gender Expression
Marital Status	Familial Status (family with a child or children under 18)	Source of Income (e.g., Section 8 Voucher)	Disability (Mental & Physical)	Medical Condition
Citizenship	Primary Language	Immigration Status	Military/Veteran Status	Age
Criminal History (non-relevant convictions)			Any arbitrary characteristic	

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
 - A. California Business & Professions Code ("B&PC") §10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation §2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
 - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(l)(1); 10 CCR §2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
 - Sellers
 - Real estate licensees
 - Mobilehome parks
 - Insurance companies
 - Landlords
 - Real estate brokerage firms
 - Homeowners Associations ("HOAs");
 - Government housing services
 - Sublessors
 - Property managers
 - Banks and Mortgage lenders
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
 - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
 - B. Refusing to rent (i) an upper level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
 - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
 - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
 - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
 - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;



- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
- F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
- G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
- H. Denying a home loan or homeowner's insurance;
- I. Offering inferior terms, conditions, privileges, facilities or services;
- J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
- K. Harassing a person;
- L. Taking an adverse action based on protected characteristics;
- M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a wheel chair bound tenant to install, at their expense, a ramp over front or rear steps, or refusing to allow a physically disabled tenant from installing, at their own expense, grab bars in a shower or bathtub);
- N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
 - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
 - (ii) Charging that person higher rent or increased security deposit, or
 - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
- O. Retaliating for asserting rights under fair housing laws.

10. EXAMPLES OF POSITIVE PRACTICES:

- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
- B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
- C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
- D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
- E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

11. FAIR HOUSING RESOURCES: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.

- A. Federal: https://www.hud.gov/program_offices/fair_housing_equal_opp
- B. State: <https://www.dfeh.ca.gov/housing/>
- C. Local: local Fair Housing Council office (non-profit, free service)
- D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
- E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
- F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.

- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
- B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
- C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) **no real estate licensee is involved** in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
- D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
- E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
- F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Landlord have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant MJ Bassett DocuSigned by **MJ BASSETT** Date 04/06/2021

Buyer/Tenant Karen Bassett DocuSigned by **KAREN BASSETT** Date 04/06/2021

Seller/Landlord DAVID KEARNEY Date _____

Seller/Landlord _____ Date _____

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Case 2:22-cv-02436-FMO-PVC Document 1 Filed 04/11/22 Page 53 of 145 Page ID #:53
**POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER
OR SELLER - DISCLOSURE AND CONSENT**
(C.A.R. Form PRBS, Revised 12/18)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller	<u>DAVID KEARNEY</u>	Date	
Seller	<u>DocuSigned by:</u>	Date	
Buyer	<u>MJ BASSETT</u>	Date	04/06/2021
Buyer	<u>KAREN BASSETT</u>	Date	04/06/2021
Buyer's Brokerage Firm	<u>COMPASS</u>	DRE Lic #	<u>01991628</u>
By	<u>WILKE MARTIN ITZIN</u>	DRE Lic #	<u>02119451</u>
Seller's Brokerage Firm	<u>Pritchett-Rapf & Assoc.</u>	DRE Lic #	<u>00528707</u>
By	<u>CHRYSSA LIGHTHEART/WILLIAM BOWLING</u>	DRE Lic #	<u>01093433/01393</u>

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PRBS REVISED 12/18 (PAGE 1 OF 1)





CALIFORNIA
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**WIRE FRAUD AND ELECTRONIC FUNDS
TRANSFER ADVISORY**
(C.A.R. Form WFA, Revised 12/17)

Property Address: **19817 Montau Dr, Topanga, CA 90290-3325** ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.
2. **DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.**
3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.


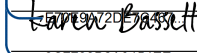
If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: <https://www.fbi.gov/>; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: <http://www.nw3c.org/>

On Guard Online: <https://www.onguardonline.gov/>

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant		MJ BASSETT	Date	04/06/2021
Buyer/Tenant		KAREN BASSETT	Date	04/06/2021
Seller/Landlord		DAVID KEARNEY	Date	
Seller/Landlord			Date	

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WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (WFA PAGE 1 OF 1)

Compass, 24903 Pacific Coast Hwy #200 Malibu CA 90265
Wilke Itzin

Phone: (323)899-4515 Fax: 19817 Montau Dr
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CALIFORNIA
ASSOCIATION
OF REALTORS®

CALIFORNIA
RESIDENTIAL PURCHASE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS
(C.A.R. Form RPA-CA, Revised 12/18)

Date Prepared: 04/06/2021

1. OFFER:

- A. **THIS IS AN OFFER FROM** MJ BASSETT, KAREN BASSETT ("Buyer").
B. **THE REAL PROPERTY** to be acquired is 19817 Montau Dr, Topanga, CA 90290-3325, situated in
Topanga (City), (County), California, 90290-3325 (Zip Code), Assessor's Parcel No. 4447-023-022 ("Property").
C. **THE PURCHASE PRICE** offered is One Million, Two Hundred Ninety-Eight Thousand

Dollars \$ 1,298,000.00

D. **CLOSE OF ESCROW** shall occur on ☐ (date) or ☒ 30 Days After Acceptance).

E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

2. AGENCY:

A. **DISCLOSURE:** The Parties each acknowledge receipt of a ☒ "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).

B. **CONFIRMATION:** The following agency relationships are confirmed for this transaction:

Seller's Brokerage Firm Pritchett-Rapf & Assoc. License Number 00528707

Is the broker of (check one): ☒ the seller; or ☐ both the buyer and seller. (dual agent)

Seller's Agent CHRYSSA LIGHTEART/WILLIAM BOWLING License Number 01093433/01393337

Is (check one): ☒ the Seller's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

Buyer's Brokerage Firm COMPASS License Number 01991628

Is the broker of (check one): ☒ the buyer; or ☐ both the buyer and seller. (dual agent)

Buyer's Agent WILKE MARTIN ITZIN License Number 02119451

Is (check one): ☒ the Buyer's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

C. **POTENTIALLY COMPETING BUYERS AND SELLERS:** The Parties each acknowledge receipt of a ☒ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.

A. **INITIAL DEPOSIT:** Deposit shall be in the amount of \$ 38,940.00

(1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, ☐ cashier's check, ☐ personal check, ☐ other within 3 business days after Acceptance (or _____);

OR (2) ☐ Buyer Deposit with Agent: Buyer has given the deposit by personal check (or _____) to the agent submitting the offer (or to _____), made payable to

_____. The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or _____).

Deposit checks given to agent shall be an original signed check and not a copy.

(Note: Initial and increased deposits checks received by agent shall be recorded in Broker's trust fund log.)

B. **INCREASED DEPOSIT:** Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$ _____ within _____ Days After Acceptance (or _____).

If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID) at the time the increased deposit is delivered to Escrow Holder.

C. ☐ **ALL CASH OFFER:** No loan is needed to purchase the Property. This offer is NOT contingent on Buyer obtaining a loan. Written verification of sufficient funds to close this transaction IS ATTACHED to this offer or ☐ Buyer shall, within 3 (or _____) Days After Acceptance, Deliver to Seller such verification.

D. LOAN(S):

(1) **FIRST LOAN:** in the amount of \$ 1,168,200.00

This loan will be conventional financing OR ☐ FHA, ☐ VA, ☐ Seller financing (C.A.R. Form SFA), ☐ assumed financing (C.A.R. Form AFA), ☐ Other _____.

This loan shall be at a fixed rate not to exceed 5.000 % or, ☐ an adjustable rate loan with initial rate not to exceed _____ %.

Regardless of the type of loan, Buyer shall pay points not to exceed _____ % of the loan amount.

(2) ☐ **SECOND LOAN** in the amount of \$ _____

This loan will be conventional financing OR ☐ Seller financing (C.A.R. Form SFA), ☐ assumed financing (C.A.R. Form AFA), ☐ Other _____.

This loan shall be at a fixed rate not to exceed _____ % or, ☐ an adjustable rate loan with initial rate not to exceed _____ %.

Regardless of the type of loan, Buyer shall pay points not to exceed _____ % of the loan amount.

(3) **FHA/VA:** For any FHA or VA loan specified in 3D(1), Buyer has 17 (or _____) Days After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender requirements unless agreed in writing. A FHA/VA amendatory clause (C.A.R. Form FVAC) shall be a part of this Agreement.

E. ADDITIONAL FINANCING TERMS: _____

F. **BALANCE OF DOWN PAYMENT OR PURCHASE PRICE** in the amount of \$ 90,860.00 to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

G. **PURCHASE PRICE (TOTAL):** \$ 1,298,000.00

Buyer's Initials () ()
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Seller's Initials () ()

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Property Address: 19817 Montau Dr, Topanga, CA 90290-3325

Date: April 6, 2021

- H. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Buyer (or Buyer's lender or loan broker pursuant to paragraph 3J(1)) shall, within **3 (or _____) Days** After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (☒ Verification attached.)
- I. APPRAISAL CONTINGENCY AND REMOVAL:** This Agreement is (or ☐ is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 14B(3), in writing, remove the appraisal contingency or cancel this Agreement within **17 (or _____) Days** After Acceptance.
- J. LOAN TERMS:**
- (1) **LOAN APPLICATIONS:** Within **3 (or _____) Days** After Acceptance, Buyer shall Deliver to Seller a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. (☒ Letter attached.)
- (2) **LOAN CONTINGENCY:** Buyer shall act diligently and in good faith to obtain the designated loan(s). Buyer's qualification for the loan(s) specified above is a **contingency** of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations regarding deposit, balance of down payment and closing costs **are not contingencies** of this Agreement.
- (3) **LOAN CONTINGENCY REMOVAL:**
Within **21 (or _____) Days** After Acceptance, Buyer shall, as specified in paragraph 14, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
- (4) ☐ **NO LOAN CONTINGENCY:** Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.
- (5) **LENDER LIMITS ON BUYER CREDITS:** Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.
- K. BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.
- 4. SALE OF BUYER'S PROPERTY:**
- A.** This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer.
- OR B.** ☐ This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by Buyer as specified in the attached addendum (C.A.R. Form COP).
- 5. ADDENDA AND ADVISORIES:**
- A. ADDENDA:**
- | |
|---|
| <input checked="" type="checkbox"/> Addendum # 1 (C.A.R. Form ADM) |
| <input type="checkbox"/> Back Up Offer Addendum (C.A.R. Form BUO) |
| <input type="checkbox"/> Court Confirmation Addendum (C.A.R. Form CCA) |
| <input type="checkbox"/> Septic, Well and Property Monument Addendum (C.A.R. Form SWPI) |
| <input type="checkbox"/> Short Sale Addendum (C.A.R. Form SSA) |
| <input checked="" type="checkbox"/> Other MCA, AAA |
- B. BUYER AND SELLER ADVISORIES:**
- | |
|--|
| <input checked="" type="checkbox"/> Buyer's Inspection Advisory (C.A.R. Form BIA) |
| <input type="checkbox"/> Probate Advisory (C.A.R. Form PA) |
| <input checked="" type="checkbox"/> Statewide Buyer and Seller Advisory (C.A.R. Form SBSA) |
| <input type="checkbox"/> Trust Advisory (C.A.R. Form TA) |
| <input type="checkbox"/> REO Advisory (C.A.R. Form REO) |
| <input type="checkbox"/> Short Sale Information and Advisory (C.A.R. Form SSIA) |
| <input type="checkbox"/> Other |
- 6. OTHER TERMS:** Addendum one, attached hereto and made apart hereof.

7. ALLOCATION OF COSTS

A. INSPECTIONS, REPORTS AND CERTIFICATES: Unless otherwise agreed in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it **does not determine who is to pay for any work recommended or identified in the Report.**

- (1) ☐ Buyer ☒ Seller shall pay for a natural hazard zone disclosure report, including tax ☒ environmental ☐ Other: _____ prepared by **PROPERTY ID**.
- (2) ☐ Buyer ☐ Seller shall pay for the following Report _____ prepared by _____.
- (3) ☐ Buyer ☐ Seller shall pay for the following Report _____ prepared by _____.

B. GOVERNMENT REQUIREMENTS AND RETROFIT:

- (1) ☐ Buyer ☒ Seller shall pay for smoke alarm and carbon monoxide device installation and water heater bracing, if required by Law. Prior to Close of Escrow ("COE"), Seller shall provide Buyer written statement(s) of compliance in accordance with state and local Law, unless Seller is exempt.

Buyer's Initials MB EB

Seller's Initials () ()

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 2 OF 10)

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19817 Montau Dr



Property Address: 19817 Montau Dr, Topanga, CA 90290-3325

Date: April 6, 2021

- (2) (i) ☐ Buyer ☒ Seller shall pay the cost of compliance with any other minimum mandatory government inspections and reports if required as a condition of closing escrow under any Law.
- (ii) ☐ Buyer ☒ Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards required as a condition of closing escrow under any Law, whether the work is required to be completed before or after COE.
- (iii) Buyer shall be provided, within the time specified in paragraph 14A, a copy of any required government conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

C. ESCROW AND TITLE:

- (1) (a) ☐ Buyer ☒ Seller shall pay escrow fee BASE FEE SPLIT 50/50 EACH PAY THEIR OWN SEPARATE FEES.
- (b) Escrow Holder shall be SELLER'S CHOICE.
- (c) The Parties shall, within 5 (or) Days After receipt, sign and return Escrow Holder's general provisions.
- (2) (a) ☐ Buyer ☒ Seller shall pay for owner's title insurance policy specified in paragraph 13E.
- (b) Owner's title policy to be issued by SELLER'S CHOICE.
- (Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

D. OTHER COSTS:

- (1) ☐ Buyer ☒ Seller shall pay County transfer tax or fee IF APPLICABLE.
- (2) ☐ Buyer ☐ Seller shall pay City transfer tax or fee _____.
- (3) ☐ Buyer ☐ Seller shall pay Homeowners' Association ("HOA") transfer fee _____.
- (4) Seller shall pay HOA fees for preparing documents required to be delivered by Civil Code §4525.
- (5) ☐ Buyer ☐ Seller shall pay HOA fees for preparing all documents other than those required by Civil Code §4525.
- (6) Buyer to pay for any HOA certification fee.
- (7) ☐ Buyer ☐ Seller shall pay for any private transfer fee _____.
- (8) ☐ Buyer ☐ Seller shall pay for _____.
- (9) ☐ Buyer ☐ Seller shall pay for _____.
- (10) ☐ Buyer ☒ Seller shall pay for the cost, not to exceed \$ 800.00, of a standard (or ☐ upgraded) one-year home warranty plan, issued by BUYERS CHOICE AT CLOSE OF ESCROW, with the following optional coverages: ☐ Air Conditioner ☐ Pool/Spa ☒ Other: BUYERS CHOICE OF UPGRADES DURING ESCROW. Buyer is informed that home warranty plans have many optional coverages in addition to those listed above. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer.

OR ☐ Buyer waives the purchase of a home warranty plan. Nothing in this paragraph precludes Buyer's purchasing a home warranty plan during the term of this Agreement.

8. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the MLS, flyers or marketing materials are **not** included in the purchase price or excluded from the sale unless specified in paragraph 8 B or C.

B. ITEMS INCLUDED IN SALE: Except as otherwise specified or disclosed,

- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water features and fountains, water softeners, water purifiers, security systems/alarms and the following if checked: ☒ all stove(s), except _____; ☒ all refrigerator(s) except _____; ☒ all washer(s) and dryer(s), except _____;
- (3) The following additional items: _____.
- (4) Existing integrated phone and home automation systems, including necessary components such as intranet and Internet-connected hardware or devices, control units (other than non-dedicated mobile devices, electronics and computers) and applicable software, permissions, passwords, codes and access information, are (☐ are NOT) included in the sale.
- (5) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller shall, within the time specified in paragraph 14A, (i) disclose to Buyer if any item or system specified in paragraph 8B or otherwise included in the sale is leased, or not owned by Seller, or specifically subject to a lien or other encumbrance, and (ii) Deliver to Buyer all written materials (such as lease, warranty, etc.) concerning any such item. Buyer's ability to assume any such lease, or willingness to accept the Property subject to any such lien or encumbrance, is a contingency in favor of Buyer and Seller as specified in paragraph 14B and C.
- (6) Seller represents that all items included in the purchase price, unless otherwise specified, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to 8B(5) and _____, and (ii) are transferred without Seller warranty regardless of value.

C. ITEMS EXCLUDED FROM SALE: Unless otherwise specified, the following items are excluded from sale: (i) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (ii) furniture and other items secured to the Property for earthquake purposes; and (iii) _____.

_____. Brackets attached to walls, floors or ceilings for any such component, furniture or item shall remain with the Property (or ☐ will be removed and holes or other damage shall be repaired, but not painted).

9. CLOSING AND POSSESSION:

A. Buyer intends (or ☐ does not intend) to occupy the Property as Buyer's primary residence.

B. Seller-occupied or vacant property: Possession shall be delivered to Buyer: (i) at 6 PM or (☐ AM/ ☐ PM) on the date of Close Of Escrow; (ii) ☐ no later than _____ calendar days after Close Of Escrow; or (iii) ☐ at _____ AM/ ☐ PM on _____.

Buyer's Initials MB EB

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Seller's Initials _____

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- C. Seller remaining in possession After Close Of Escrow:** If Seller has the right to remain in possession after Close Of Escrow, (i) the Parties are advised to sign a separate occupancy agreement such as ☐ C.A.R. Form SIP, for Seller continued occupancy of less than 30 days, ☐ C.A.R. Form RLAS for Seller continued occupancy of 30 days or more; and (ii) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and (iii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.
- D. Tenant-occupied property: Property shall be vacant at least 5 (or ____) Days** Prior to Close Of Escrow, unless otherwise agreed in writing. **Note to Seller: If you are unable to deliver Property vacant in accordance with rent control and other applicable Law, you may be in breach of this Agreement.**
- OR ☐ Tenant to remain in possession** (C.A.R. Form TIP).
- E.** At Close Of Escrow: Seller assigns to Buyer any assignable warranty rights for items included in the sale; and Seller shall Deliver to Buyer available Copies of any such warranties. Brokers cannot and will not determine the assignability of any warranties.
- F.** At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems and intranet and Internet-connected devices included in the purchase price, and garage door openers. If the Property is a condominium or located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.
- 10. STATUTORY AND OTHER DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:**
- A. (1)** Seller shall, within the time specified in paragraph 14A, Deliver to Buyer: (i) if required by Law, a fully completed: Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures"); and (ii) unless exempt, fully completed disclosures or notices required by sections 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement ("TDS"), Natural Hazard Disclosure Statement ("NHD"), notice of actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD).
- (2)** Any Statutory Disclosure required by this paragraph is considered fully completed if Seller has answered all questions and completed and signed the Seller section(s) and the Seller's Agent, if any, has completed and signed the Seller's Brokerage Firm section(s), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Nothing stated herein relieves a Buyer's Brokerage Firm, if any, from the obligation to (i) conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or (ii) complete any sections on all disclosures required to be completed by Buyer's Brokerage Firm.
- (3) Note to Buyer and Seller:** Waiver of Statutory and Lead Disclosures is prohibited by Law.
- (4)** Within the time specified in paragraph 14A, (i) Seller, unless exempt from the obligation to provide a TDS, shall, complete and provide Buyer with a Seller Property Questionnaire (C.A.R. Form SPQ); (ii) if Seller is not required to provide a TDS, Seller shall complete and provide Buyer with an Exempt Seller Disclosure (C.A.R. Form ESD).
- (5)** Buyer shall, within the time specified in paragraph 14B(1), return Signed Copies of the Statutory, Lead and other disclosures to Seller.
- (6)** In the event Seller or Seller's Brokerage Firm, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.**
- (7)** If any disclosure or notice specified in paragraph 10A(1), or subsequent or amended disclosure or notice is Delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within **3 Days** After Delivery in person, or **5 Days** After Delivery by deposit in the mail, or by an electronic record satisfying the Uniform Electronic Transactions Act (UETA), by giving written notice of cancellation to Seller or Seller's agent.
- B. NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS:** Within the time specified in paragraph 14A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet, and home energy rating pamphlet; (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; and Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- C. WITHHOLDING TAXES:** Within the time specified in paragraph 14A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).
- D. MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)
- E. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.
- F. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**
- (1) SELLER HAS: 7 (or ____) Days** After Acceptance to disclose to Buyer if the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form SPQ or ESD).

Buyer's Initials

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Seller's Initials 

(2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has (3 (or ____) Days After Acceptance to request from the HOA (C.A.R. Form HOA1): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). (vi) private transfer fees; (vii) Pet fee restrictions; and (viii) smoking restrictions. Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 14B(3). The Party specified in paragraph 7, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.

11. CONDITION OF PROPERTY: Unless otherwise agreed in writing: (i) the Property is sold (a) "AS-IS" in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.

- A. Seller shall, within the time specified in paragraph 14A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.
- B. Buyer has the right to conduct Buyer Investigations of the Property and, as specified in paragraph 14B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.
- C. **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.**

12. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

- A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 14B. Within the time specified in paragraph 14B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to: (i) a general physical inspection; (ii) an inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2); (iii) inspect for lead-based paint and other lead-based paint hazards; (iv) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA); (v) review the registered sex offender database; (vi) confirm the insurability of Buyer and the Property including the availability and cost of flood and fire insurance; and (vii) review and seek approval of leases that may need to be assumed by Buyer. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report; or inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 14B, complete Buyer Investigations and either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all such Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
- C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.
- D. **Buyer indemnity and seller protection for entry upon property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

13. TITLE AND VESTING:

- A. Within the time specified in paragraph 14, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 14B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C. Within the time specified in paragraph 14A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
- E. Buyer shall receive a CLTA/ALTA "Homeowner's Policy of Title Insurance", if applicable to the type of property and buyer. If not, Escrow Holder shall notify Buyer. A title company can provide information about the availability, coverage, and cost of other title policies and endorsements. If the Homeowner's Policy is not available, Buyer shall choose another policy, instruct Escrow Holder in writing and shall pay any increase in cost.

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Seller's Initials _____

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 5 OF 10)



14. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).

- A. SELLER HAS: 7 (or ____) Days** After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 5, 6, 7, 8B(5), 10A, B, C, and F, 11A and 13A. If, by the time specified, Seller has not Delivered any such item, Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement.
- B. (1) BUYER HAS: 17 (or ____) Days** After Acceptance, unless otherwise agreed in writing, to:
- (i) complete all Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 8B(5), and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Lead Disclosures and other disclosures Delivered by Seller in accordance with paragraph 10A.
 - (2) Within the time specified in paragraph 14B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.
 - (3) By the end of the time specified in paragraph 14B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 14A, then Buyer has **5 (or ____) Days** After Delivery of any such items, or the time specified in paragraph 14B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.
 - (4) **Continuation of Contingency:** Even after the end of the time specified in paragraph 14B(1) and before Seller cancels, if at all, pursuant to paragraph 14D, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 14D(1).
 - (5) **Access to Property:** Buyer shall have access to the Property to conduct inspections and investigations for **17 (or ____) Days** After Acceptance, whether or not any part of the Buyer's Investigation Contingency has been waived or removed.
- C. ☐ REMOVAL OF CONTINGENCIES WITH OFFER:** Buyer removes the contingencies specified in the attached Contingency Removal form (C.A.R. Form CR). If Buyer removes any contingency without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Broker.
- D. SELLER RIGHT TO CANCEL:**
- (1) **Seller right to Cancel; Buyer Contingencies:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
 - (2) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first delivering to Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3A, or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (ii) Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); (iii) Deliver a letter as required by paragraph 3J(1); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 3C or 3H; (v) In writing assume or accept leases or liens specified in 8B5; (vi) Return Statutory and Lead Disclosures as required by paragraph 10A(5); or (vii) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 21B; or (viii) Provide evidence of authority to sign in a representative capacity as specified in paragraph 19. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- E. NOTICE TO BUYER OR SELLER TO PERFORM:** The NBP or NSP shall: (i) be in writing; (ii) be signed by the applicable Buyer or Seller; and (iii) give the other Party at least **2 (or ____) Days** After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than **2 Days** Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 14.
- F. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
- G. CLOSE OF ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: (i) be signed by the applicable Buyer or Seller; and (ii) give the other Party at least **3 (or ____) Days** After Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** Prior to the scheduled close of escrow.
- H. EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, **release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award.** If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit. (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursement of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. **A Party may be subject to a civil penalty of up to \$1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).**

Buyer's Initials



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- 15. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property within **5 (or ____) Days** Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: **(i)** the Property is maintained pursuant to paragraph 11; **(ii)** Repairs have been completed as agreed; and **(iii)** Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 16. REPAIRS:** Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: **(i)** obtain invoices and paid receipts for Repairs performed by others; **(ii)** prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and **(iii)** provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 17. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: **(i)** for periods after Close Of Escrow, by Buyer; and **(ii)** for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
- 18. BROKERS:**
- A. COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
- B. SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Broker: **(i)** Does not decide what price Buyer should pay or Seller should accept; **(ii)** Does not guarantee the condition of the Property; **(iii)** Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; **(iv)** Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; **(v)** Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; **(vi)** Shall not be responsible for inspecting public records or permits concerning the title or use of Property; **(vii)** Shall not be responsible for identifying the location of boundary lines or other items affecting title; **(viii)** Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; **(ix)** Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; **(x)** Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and **(xi)** Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
- 19. REPRESENTATIVE CAPACITY:** If one or more Parties is signing this Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 31 or 32 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within **3 Days** After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).
- 20. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
- A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 4B, 5A, 6, 7, 10C, 13, 14G, 17, 18A, 19, 20, 26, 29, 30, 31, 32 and paragraph D of the section titled Real Estate Brokers on page 10. If a Copy of the separate compensation agreement(s) provided for in paragraph 18A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 7C(1)(c). To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within **3 (or ____) Days**, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 7, 10 or elsewhere in this Agreement.**
- B. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within **3 Days** After Acceptance (or _____). Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 10C, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.**

Buyer's Initials

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Seller's Initials

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 7 OF 10)

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19817 Montau Dr



Property Address: 19817 Montau Dr, Topanga, CA 90290-3325

Date: April 6, 2021

- C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 18A and paragraph D of the section titled Real Estate Brokers on page 10. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 18A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.

21. REMEDIES FOR BUYER'S BREACH OF CONTRACT:

- A. Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.
- B. **LIQUIDATED DAMAGES:** If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Except as provided in paragraph 14H, release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. **AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM RID).**

Buyer's Initials

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22. DISPUTE RESOLUTION:

- A. **MEDIATION:** The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action through the C.A.R. Real Estate Mediation Center for Consumers (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 22C.

B. ARBITRATION OF DISPUTES:

The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 22C.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials

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Seller's Initials _____ / _____

C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

- (1) **EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 8 OF 10)

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(2) **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.

(3) **BROKERS:** Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.

23. SELECTION OF SERVICE PROVIDERS: Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.

24. MULTIPLE LISTING SERVICE ("MLS"): Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.

25. ATTORNEY FEES: In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 22A.

26. ASSIGNMENT: Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller. (C.A.R. Form AOA).

27. EQUAL HOUSING OPPORTUNITY: The Property is sold in compliance with federal, state and local anti-discrimination Laws.

28. TERMS AND CONDITIONS OF OFFER: This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all Parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.

29. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**

30. DEFINITIONS: As used in this Agreement:

- A. **"Acceptance"** means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.
- B. **"Agreement"** means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when Signed by all Parties.
- C. **"C.A.R. Form"** means the most current version of the specific form referenced or another comparable form agreed to by the parties.
- D. **"Close Of Escrow"**, including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded.
- E. **"Copy"** means copy by any means including photocopy, NCR, facsimile and electronic.
- F. **"Days"** means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
- G. **"Days After"** means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
- H. **"Days Prior"** means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
- I. **"Deliver", "Delivered" or "Delivery"**, unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 10, regardless of the method used (i.e., messenger, mail, email, fax, other).
- J. **"Electronic Copy" or "Electronic Signature"** means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
- K. **"Law"** means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
- L. **"Repairs"** means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
- M. **"Signed"** means either a handwritten or electronic signature on an original document, Copy or any counterpart.

31. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by _____, who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by ☐ _____ ☐ AM/ ☐ PM, on _____ (date)).

☐ One or more Buyers is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-B) for additional terms.

Date 04/06/2021 BUYER MJ Bassett

(Print name) MJ BASSETT

Date 04/06/2021 BUYER Karen Bassett

(Print name) KAREN BASSETT

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

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Seller's Initials () ()

Property Address: 19817 Montau Dr, Topanga, CA 90290-3325

Date: April 6, 2021

32. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

☐ (If checked) SELLER'S ACCEPTANCE IS **SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO) DATED:**

☐ One or more Sellers is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-S) for additional terms.

Date _____ SELLER _____

(Print name) **DAVID KEARNEY**

Date _____ SELLER _____

(Print name) _____

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

(_____/_____) (Do not initial if making a counter offer.) **CONFIRMATION OF ACCEPTANCE:** A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) _____ at _____
(Initials) ☐ AM/ ☐ PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

REAL ESTATE BROKERS:**A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.****B. Agency relationships are confirmed as stated in paragraph 2.****C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.**

D. COOPERATING (BUYER'S) BROKER COMPENSATION: Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

E. PRESENTATION OF OFFER: Pursuant to Standard of Practice 1-7, if Buyer's Broker makes a written request, Seller's Broker shall confirm in writing that this offer has been presented to Seller.

Buyer's Brokerage Firm **COMPASS** DRE Lic. # **01991628**
By **WILKE MARTIN ITZIN** DRE Lic. # **02119451** Date **04/06/2021**
By **ADRIAN WRIGHT** DRE Lic. # **00935559** Date **04/06/2021**
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail **wilke.itzin@compass.com**
Seller's Brokerage Firm **Pritchett-Rapf & Assoc.** DRE Lic. # **00528707**
By **CHRYSSA LIGHTEART/WILLIAM** DRE Lic. # **01093433/01393337** Date _____
By **WILLIAM BOWLING** DRE Lic. # **01393337** Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of \$ _____), counter offer numbers _____ ☐ Seller's Statement of Information and _____, and agrees to act as Escrow Holder subject to paragraph 20 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is _____

Escrow Holder _____ Escrow # _____

By _____ Date _____

Address _____

Phone/Fax/E-mail _____

Escrow Holder has the following license number # _____

☐ Department of Financial Protection and Innovation, ☐ Department of Insurance, ☐ Department of Real Estate.

PRESENTATION OF OFFER: (_____) Seller's Broker presented this offer to Seller on _____ (date).
Broker or Designee Initials

REJECTION OF OFFER: (_____) (_____) No counter offer is being made. This offer was rejected by Seller on _____ (date).
Seller's Initials

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Buyer Acknowledges that page 10 is part of this Agreement

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Buyer's Initials
(MB) (EB)

RPA-CA REVISED 12/18 (PAGE 10 of 10)**CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 10 OF 10)**

Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com

19817 Montau Dr





CALIFORNIA
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BUYER'S INSPECTION ADVISORY

(C.A.R. Form BIA, Revised 11/14)

Property Address **19817 Montau Dr, Topanga, CA 90290-3325**

1. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.

2. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.

3. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

- A. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and nonstructural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
- B. SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
- C. WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
- D. SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
- E. WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
- F. ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
- G. EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
- H. FIRE, HAZARD AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.
- I. BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size.
- J. RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
- K. SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.
- L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyers are encouraged to read it carefully.

Buyer MJ Bassett 04/06/2021
MJ BASSETT

Buyer Karen Bassett 04/06/2021
KAREN BASSETT

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BUYER'S INSPECTION ADVISORY (BIA PAGE 1 OF 1)





CALIFORNIA
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CALIFORNIA CONSUMER PRIVACY ACT ADVISORY

(C.A.R. Form CCPA, 12/19)

As of January 1, 2020, the California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA") grants to California residents certain rights in their private, personal information that is collected by companies with whom they do business. Under the CCPA, "personal information" is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you, including, potentially, photographs of or sales information about your property. Some of your personal information will be collected and likely shared with others during the process of buying and selling real estate. Depending on the situation, you may have the right to "opt out" or stop the transfer of your personal information to others and request that certain businesses delete your personal information altogether. Not all businesses you interact with are required to comply with the law, primarily just those who meet the criteria of a covered "Business" as set forth in Section 1798.140 (c)]. For more information, you may ask your Broker for a copy of the C.A.R. Legal Q&A on the subject.

A real estate broker is likely to submit personal information to a Multiple Listing Service ("MLS") in order to help find a buyer for a seller's property. Through the MLS, the information is made available to real estate brokers and salespeople, and others. Even after a sale is complete, the MLS distributes sales information to the real estate community. Brokers, agents and MLSs may also share your personal information with others who post the personal information on websites or elsewhere, or otherwise use it. Thus, there are various service providers and companies in a real estate transaction who may be engaged in using or sharing data involving your personal information.

If your broker is a covered Business, it should have a privacy policy explaining your rights on its website and giving you an opportunity to request that personal information not be shared, used and even deleted. Even if your real estate brokerage is a covered Business, it needs, and is allowed, to keep your information to effectuate a sale and, by law, is required to maintain such information for three years to comply with regulatory requirements. Not all brokers are covered Businesses, however, and those that are not, do not have to comply with the CCPA.

Similarly, most MLSs will not be considered a covered Business. Instead, the MLS may be considered a Third Party in the event a covered Business (ex: brokerages, real estate listing aggregation or advertising internet sites or other outlets who meet the criteria of covered Businesses) exchanges personal information with the MLS. You do not have the right under the CCPA to require a Third Party to delete your personal information. And like real estate brokerages, even if an MLS is a covered Business, MLSs are also required by law to retain and make accessible in its computer system any and all listing and other information for three years.

Whether an MLS is a covered Business or a Third Party, you have a right to be notified about the sharing of your personal information and your right to contact a covered Business to opt out of your personal information being used, or shared with Third Parties. Since the MLSs and/or other entities receiving your personal information do not have direct contact with buyers and sellers and also may not be aware of which entities exchanging personal information are covered Businesses, this form is being used to notify you of your rights under the CCPA and your ability to direct requests to covered Businesses not to share personal information with Third Parties. One way to limit access to your personal information, is to inform your broker or salesperson you want to opt-out of the MLS, and if so, you will be asked to sign a document (Form SELM) confirming your request to keep your listing off the MLS. However, if you do so, it may be more difficult to sell your property or obtain the highest price for it because your property will not be exposed to the greatest number of real estate licensees and others.

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory.

Buyer/Seller/Landlord/Tenant MJ Bassett Date 04/06/2021
 Buyer/Seller/Landlord/Tenant KAREN BASSETT Date 04/06/2021

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CALIFORNIA CONSUMER PRIVACY ACT ADVISORY (CCPA PAGE 1 OF 1)



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ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. 1

The following terms and conditions are hereby incorporated in and made a part of the: ☒ Purchase Agreement, ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), ☐ Other _____,

dated April 5, 2021, on property known as 19817 Montau Dr

Topanga, CA 90290-3325

in which MJ BASSETT, KAREN BASSETT is referred to as ("Buyer/Tenant")
and DAVID KEARNEY is referred to as ("Seller/Landlord").

1) Title to provide all mapped, colored, plotted easements.

2) Seller to provide any surveys, plans, permits, reports, maintenance agreements, etc., that they have during seller disclosure term.

3) Buyer to take possession on day of closing, once confirmation of recording has been received by the parties

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date 04/06/2021

DocuSigned by:
Buyer/Tenant MJ Bassett

Date _____

Seller/Landlord _____

MJ BASSETT

Buyer/Tenant Karen Bassett

DAVID KEARNEY

Seller/Landlord _____

KAREN BASSETT

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ADDENDUM (ADM PAGE 1 OF 1)





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ADDITIONAL AGENT ACKNOWLEDGEMENT

(C.A.R. Form AAA, Revised 12/15)

This is an addendum to the Purchase Agreement, or ☐ Residential Listing Agreement, or ☐ Buyer Representation Agreement, or ☐ Other _____ ("Agreement"),
dated April 5, 2021, on property known as 19817 Montau Dr
between MJ BASSETT, KAREN BASSETT ("Buyer/Tenant/Broker")
and DAVID KEARNEY, ("Seller/Landlord/Broker").

1. Check **ONE** box **ONLY**. If more than one applies, use separate forms for each.

A. ☐ Multiple Associate-Licensees working with Seller/Landlord;

OR B. ☒ Multiple Associate-Licensees working with Buyer/Tenant;

2. A. The real estate licensees named below are all conducting real estate licensed activity under the same Broker:

Real Estate Broker name: COMPASS

If applicable, Team Name: The Wright Way Team

B. The licensees below have entered into a separate written agreement to share responsibility and compensation for certain real estate licensed activity and have informed Broker of, or given Broker a copy of, that separate written agreement.

C. Agent Wilke Martin Itzin

DRE Lic # 02119451

Agent Adrian Wright

DRE Lic # 00935559

Agent Jordan Wright

DRE Lic # 01952694

Agent _____

DRE Lic # _____

Agent _____

DRE Lic # _____

3. By signing below, all parties understand, acknowledge and agree that, wherever the name of any licensee above is indicated in the Agreement or related document, as a representative for the Buyer or Seller specified in 1A or B above, the other licensees shall also be deemed to be named. Listing Broker and Seller signatures are not necessary if this form is only used to modify a Buyer Representation Agreement. Selling Broker and Buyer signatures are not necessary if this form is only used to modify a Listing Agreement.

Buyer/Tenant MJ Bassett MJ BASSETT Date 04/06/2021

Buyer/Tenant Karen Bassett KAREN BASSETT Date 04/06/2021

Seller/Landlord DAVID KEARNEY Date _____

Seller/Landlord _____ Date _____

Real Estate Broker (Listing) Pritchett-Rapf & Assoc. DRE Lic. # 00528707

By CHRYSSA LIGHTEART/WILLIAM BOWLING DRE Lic. # 01093433/01393337 Date _____

Real Estate Broker (Selling) COMPASS DRE Lic. # 01991628

By WILKE MARTIN ITZIN DRE Lic. # 02119451 Date 04/06/2021

ADRIAN WRIGHT #00935559 04/06/2021 Jordan Wright #01952694 04/06/2021

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ADDITIONAL AGENT ACKNOWLEDGEMENT (AAA PAGE 1 OF 1)



Compass, 24903 Pacific Coast Hwy #200 Malibu CA 90265
Wilke Itzin

Phone: (323)899-4515 Fax: _____
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19817 Montau Dr



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MARKET CONDITIONS ADVISORY

(C.A.R. Form MCA, Revised 11/11)

1. MARKET CONDITIONS: Real estate markets are cyclical and can change over time. It is impossible to predict future market conditions with accuracy. In a competitive or "hot" real estate market, there are generally more Buyers than Sellers. This will often lead to multiple buyers competing for the same property. As a result, in order to make their offers more attractive, some Buyers may offer more than originally planned or eliminate certain contingencies in their offers. In a less competitive or "cool" market there are generally more Sellers than Buyers, often causing real estate prices to level off or drop, sometimes precipitously. The sales price of homes being sold as foreclosures and short sales is difficult to anticipate and can affect the value of other homes in the area. Brokers, appraisers, Sellers and Buyers take these "distressed" property sales and listings into consideration when valuing property. In light of the real estate market's cyclical nature it is important that Buyers understand the potential for little or no appreciation in value, or an actual loss in value, of the property they purchase. This Advisory discusses some of the potential risks inherent in changing market conditions.

2. BUYER CONSIDERATIONS:

A. OFFERING PRICE: AS A BUYER, YOU ARE RESPONSIBLE FOR DETERMINING THE PRICE YOU WANT TO OFFER FOR A PROPERTY. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All buyers should be sure they are comfortable with the price they are offering or the price they are accepting in a counter offer. You should be aware of and think about the following: **(i)** If your offer is accepted, the property's value may not increase and may even decrease. **(ii)** If your offer is accepted, you may have "Buyer's remorse" that you paid too much. **(iii)** If your offer is rejected there can be no guarantee that you will find a similar property at the same price. **(iv)** If your offer is rejected, you may not be satisfied that the amount you offered was right for you. Only you can determine that your offer was reasonable and prudent in light of the property and your circumstances.

B. NON-CONTINGENT OFFERS: Most residential purchase agreements contain contingencies allowing a Buyer within a specified period of time to cancel a purchase if: **(i)** the Buyer cannot obtain a loan; **(ii)** is dissatisfied with the property's condition after an inspection; or **(iii)** if the property does not appraise at a certain value. To make their offers more attractive, Buyers will sometimes write offers with few or no contingencies or offer to remove contingencies within a short period of time. In a "hot" market, sellers will sometimes insist that Buyers write offers with no contingencies. Broker recommends that Buyers do not write non-contingent offers and if you do so, you are acting against Broker's advice. However, if you do write a non-contingent offer these are some of the contractual rights you may be giving up:

(1) LOAN CONTINGENCY: If you give up your loan contingency, and you cannot obtain a loan, whether through your fault or the fault of your lender, and as a result, you do not or cannot purchase the property, you may legally be in default under the contract and required to pay damages or forfeit your deposit to the seller.

(2) APPRAISAL CONTINGENCY: If your lender's (or your own) appraiser does not believe the property is worth what you have agreed to pay for it, your lender may not loan the full amount needed for the purchase or may not loan any amount at all because of a low appraisal. As a result, if you do not purchase the property, and you have removed your appraisal contingency, you may legally be in default under the contract and could be required to pay damages to, or forfeit your deposit to, the Seller. The Seller is not obligated to reduce the purchase price to match the appraised value.

Buyer's Initials (MB) (LB)

Seller's Initials (_____) (_____)



Property Address: **19817 Montau Dr, Topanga, CA 90290-3325**Date: **April 5, 2021**

(3) INSPECTION CONTINGENCY: If you disapprove of the condition of the property and as a result, you do not purchase the property, you may legally be in default under the contract and required to pay damages to, or forfeit your deposit to, the Seller if you have removed your inspection contingency. However, even if you make an offer without an inspection contingency or you remove that contingency, the Seller may still be obligated to disclose to you material facts about the property. In some cases, once you receive that information the law gives you an independent right to cancel for a limited period of time.

There is inherent risk in writing a non-contingent offer. Only you, after careful consultation and deliberation with your attorney, accountant, or financial advisor can decide how much risk you are willing to take. IT IS YOUR DECISION ALONE AND CANNOT BE MADE BY YOUR BROKER OR REAL ESTATE AGENT.

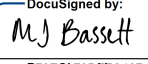


C. BROKER RECOMMENDATIONS. Broker recommends that you do not write a non-contingent offer, even if you are planning on paying all cash for the property. If you intend to write a non-contingent offer, Broker recommends that, prior to writing the offer, you: **(i)** review all available Seller reports, disclosures, information and documents; **(ii)** have an appropriate professional inspect the property (even if it is being sold "as is" in its present condition); and **(iii)** carefully assess your financial position and risk with your attorney, accountant or financial advisor.

D. MULTIPLE OFFERS: At times Buyers may write offers on more than one property even though the Buyer intends to purchase only one. This may occur in a short sale when the approval process can take a considerable amount of time. While it is not illegal to make offers on multiple properties with intent to purchase only one, the Buyer can be obligated to many Sellers if more than one accepts the Buyer's offers. If the Buyer has not disclosed that the Buyer is writing multiple offers with the intent to purchase only one and the Buyer subsequently cancels without using a contingency, the Seller may claim the Buyer is in breach of contract because the Buyer fraudulently induced the Seller to enter into a contract.

3. SELLER CONSIDERATIONS:

As a Seller, you are responsible for determining the asking price for your property. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All Sellers should be sure they are comfortable with the asking price they are setting and the price they are accepting. There is not, and cannot be, any guarantee that the price you decide to ask for your property, or the price at which you agree to sell your property is the highest available price obtainable for the property. It is solely your decision as to how much to ask for your property and at which price to sell your property.

Buyer/Seller acknowledges each has read, understands and has received a copy of this Market Conditions Advisory.

Buyer	<small>DocuSigned by:</small>  M.J. Bassett	Date	04/06/2021
Buyer	 KAREN BASSETT	Date	04/06/2021
Seller	 DAVID KEARNEY	Date	
Seller		Date	

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STATEWIDE BUYER AND SELLER ADVISORY
(This Form Does Not Replace Local Condition Disclosures.
Additional Advisories or Disclosures May Be Attached)
(C.A.R. Form SBSA, Revised 6/18)

BUYER RIGHTS AND DUTIES:

- The physical condition of the land and improvements being purchased are not guaranteed by Seller or Brokers.
- You should conduct thorough investigations of the Property both personally and with appropriate professionals.
- If professionals recommend further inspections, you should contact qualified experts to conduct such inspections.
- You should retain your own professional even if Seller or Broker has provided you with existing reports.
- You should read all written reports given to you and discuss those reports with the persons who prepared them. It is possible that different reports provided to you contain conflicting information. If there are discrepancies between reports, disclosures or other information, you are responsible for contacting appropriate professionals to confirm the accuracy of correctness of the reports, disclosures or information.
- You have the right to request that the Seller make repairs or corrections or take other actions based on inspections or disclosures, but the Seller is not obligated to respond to you or make any such repairs, corrections or other requested actions.
- If the Seller is unwilling or unable to satisfy your requests, and you act within certain time periods, you may have the right to cancel the Agreement (the Purchase Agreement and any Counter Offer and Addenda together are the "Agreement"). If you cancel outside of these periods, you may be in breach of the Agreement and your deposit might be at risk.
- You are advised to seek legal, tax, and other assistance from appropriate professionals in order to fully understand the implications of any documents or actions during the transaction. If you are doing a 1031 exchange, you are advised to contact an exchange accommodator to discuss the proper method and timing of the exchange.
- The terms of the Agreement and any counter offers and addenda establish your rights and responsibilities.

YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

SELLER RIGHTS AND DUTIES:

- You have a duty to disclose material facts known to you that affect the value or desirability of the Property.
- You are obligated to make the Property available to the Buyer and have utilities on for inspections as allowed by the Agreement.
- This form is not a substitute for completing a Real Estate Transfer Disclosure Statement, if required, and any other property-specific questionnaires or disclosures.
- The terms of the Agreement establish your rights and responsibilities.
- You are advised to seek legal, tax, and other assistance from appropriate professionals in order to fully understand the implications of any documents or actions during the transaction. If you are doing a 1031 exchange, you are advised to contact an exchange accommodator to discuss the proper method and timing of the exchange.

BROKER RIGHTS AND DUTIES:

- Brokers do not have expertise in all areas and matters affecting the Property or your evaluation of it.
- For most sales of residential properties with no more than four units, Brokers have a duty to make a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose to you material facts or defects that the inspection reveals.
- Many defects and conditions may not be discoverable by a Broker's visual inspection.
- If Brokers give a referral to another professional, Brokers do not guarantee that person's performance. You may select any professional of your own choosing.
- If a Broker gives you reports or other documents, unless otherwise specified, it is possible that different reports provided to you contain conflicting information. Broker has not and will not verify or otherwise investigate the information contained therein.
- Any written agreement between a Broker and either Buyer or Seller or both establishes the rights and responsibilities of those parties.



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A. Investigation of Physical Conditions

- EASEMENTS, ACCESS AND ENCROACHMENTS:** Buyer and Seller are advised that confirming the exact location of easements, shared or private driveways or roadways, and encroachments on or to the Property may be possible only by conducting a survey. There may be unrecorded easements, access rights, encroachments and other agreements affecting the Property that may not be disclosed by a survey. Representations regarding these items that are made in a Multiple Listing Service or advertisements, or plotted by a title company are often approximations, or based upon inaccurate or incomplete records. Unless otherwise specified by Broker in writing, Brokers have not verified any such matters or any representations made by Seller(s) or others. If Buyer wants further information, Buyer is advised and Broker(s) recommend that Buyer hire a licensed surveyor during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- ENVIRONMENTAL HAZARDS:** Buyer and Seller are advised that the presence of certain kinds of organisms, toxins and contaminants, including, but not limited to, mold (airborne, toxic or otherwise), fungi, mildew, lead-based paint and other lead contamination, asbestos, formaldehyde, radon, pcb's, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources,

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STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 2 OF 14)

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urea formaldehyde, or other materials may adversely affect the Property and the health of individuals who live on or work at the property as well as pets. Some municipalities may impose additional requirements regarding underground storage tanks, which may be more common in certain areas and cities throughout the State, especially where there are larger, older homes built before 1935. It is possible that these tanks, either now or in the future, may require inspections or abatement. If Buyer wants further information, Buyer is advised, and Broker(s) recommends, that Buyer have the Property inspected for the existence of such conditions and organisms, and conditions that may lead to their formation. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Buyer is also advised to consult with appropriate experts regarding this topic during Buyer's inspection contingency period. Broker recommends that Buyer and Seller read the booklets titled, "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants," and "Protect Your Family From Lead In Your Home." Brokers do not have expertise in this area.

3. **FORMALDEHYDE:** Formaldehyde is a substance known to the State of California to cause cancer. Exposure to formaldehyde may be caused by materials used in the construction of homes. The United States Environmental Protection Agency, the California Air Resources Board, and other agencies have measured the presence of formaldehyde in the indoor air of select homes in California. Levels of formaldehyde that present a significant cancer risk have been measured in most homes that were tested. Formaldehyde is present in the air because it is emitted by a variety of building materials and home products used in construction. The materials include carpeting, pressed wood products, insulation, plastics, and glues. Most homes that have been tested elsewhere do contain formaldehyde, although the concentrations vary from home to home with no obvious explanation for the differences. One of the problems is that many suppliers of building materials and home products do not provide information on chemical ingredients to builders. Buyers may have further questions about these issues. Buyer is advised to consult with appropriate experts regarding this topic during Buyer's inspection contingency period. Broker(s) recommend that Buyer and Seller read the booklet titled "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants." Brokers do not have expertise in this area.
4. **GEOLOGIC HAZARDS:** Buyer and Seller are advised that California has experienced earthquakes in the past, and there is always a potential of future earthquakes. Damage caused by an earthquake may not be discoverable by a visual inspection of Buyer(s) or Broker(s). Inspection by a licensed, qualified professional is strongly recommended to determine the structural integrity and safety of all structures and improvements on the Property. If the Property is a condominium, or located in a planned unit development or in a common interest subdivision, Buyer is advised to contact the homeowners association about earthquake repairs and retrofit work and the possibility of an increased or special assessment to defray the costs of earthquake repairs or retrofit work. Buyer is encouraged to obtain and read the booklet entitled, "The Homeowner's Guide to Earthquake Safety." In most cases a questionnaire within the booklet must be completed by Seller and the entire booklet given to the Buyer if the Property was built prior to 1960. If the Property was built before 1975, and contains structures constructed of masonry or precast (tilt up) concrete walls, with wood frame floors or roof, or if the building has unreinforced masonry walls, then Seller must provide Buyer a pamphlet entitled "The Commercial Property Owner's Guide to Earthquake Safety." Many areas have a wide range of geologic problems and numerous studies have been made of these conditions. Some of this information is available for public review at city and county planning departments. Buyer is encouraged to review the public maps and reports and/or obtain a geologist's inspection report. Buyer may be able to obtain earthquake insurance to protect their interest in the Property. Sellers who agree to provide financing should also consider requiring Buyers to obtain such insurance naming Seller(s) as insured lien holder(s). Brokers do not have expertise in this area.
5. **INSPECTIONS:** Buyer and Seller are advised that Buyer has the right to obtain various inspections of the Property under most residential purchase agreements. Buyer is advised to have the Property inspected by a professional property inspection service within Buyer's inspection contingency period. A licensed building contractor or other professional may perform these services. The inspector generally does not look behind walls or under carpets, or take equipment apart. Certain items on the Property, such as chimneys and spark arresters, plumbing, heating, air conditioning, electrical wiring, pool and spa, septic system, well, roof, foundation and structural items may need to be inspected by another professional, such as a chimney sweep, plumber, electrician, pool and spa service, septic or well company or roofer. A general physical inspection typically will not test for mold, wood destroying pests, lead-based paint, radon, asbestos and other environmental hazards, geologic conditions, age, remaining useful life or water-tightness of roof, cracks, leaks or operational problems associated with a pool or spa or connection of the Property to a sewer system. If Buyer wants further information on any aspect of the Property, Broker recommends that Buyer have a discussion with the professional property inspector and that Buyer hire an appropriate professional for the area of concern to Buyer. Brokers do not verify the results of any such inspection or guarantee the performance of any such inspector or service. Any election by Buyer to waive the right to a physical inspection of the Property or to rely on somebody other than an appropriate professional is against the advice of Brokers. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Brokers do not have expertise in these area.
6. **MOLD:** Buyer and Seller are advised that the presence of certain kinds of mold, fungi, mildew and other organisms, sometimes referred to as "toxic mold" (collectively "Mold"), may adversely affect the Property and the health of individuals who live on or work at the Property as well as pets. Mold does not affect all people the same way, and may



not affect some people at all. Mold may be caused by water leaks or other sources of moisture such as, but not limited to, flooding, and leaks in windows, pipes and roof. Seller is advised to disclose the existence of any such conditions of which he or she is aware. Buyer should carefully review all of Seller's disclosures for any indication that any of these conditions exist. It is, however, possible that Mold may be hidden and that Seller is completely unaware of its existence. In addition, Mold is often undetectable from a visual inspection, a professional general property inspection and even a structural pest control inspection. Brokers do not have expertise in this area. If Buyer wants further information, Broker recommends that Buyer have the Property tested for Mold by an environmental hygienist or other appropriate professional during Buyer's inspection contingency period. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Brokers do not have expertise in this area.

7. **PETS AND ANIMALS:** Buyer and Seller are advised that the current or previous owner(s) may have had domesticated or other pets and animals at the Property. Odors from animal urine or other contamination may be dormant for long periods of time and then become active because of heat, humidity or other factors and might not be eliminated by cleaning or replacing carpets or other cleaning methods. Pet urine and feces can also damage hardwood floors and other floor coverings. Additionally, an animal may have had fleas, ticks and other pests that remain on the Property after the animal has been removed. If Buyer wants further information, Broker(s) recommend that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.
8. **SEPTIC SYSTEMS:** Buyer and Seller are advised that a property may be served by one or more septic systems even though adjoining properties are connected to a sewer line. Buyer and Seller are also advised that some septic tanks and systems may have been abandoned or have leaked into ground water sources. Buyer is advised to contact the appropriate government agency to verify that the Property is connected to a sewer or served by a septic system. If the Property is served by a septic system, it may consist of a septic tank, cesspool, pits, leach lines or a combination of such mechanisms ("collectively, System"). No representation or warranty is made by Seller or Broker concerning the condition, operability, size, capacity or future expansion of a System, nor whether a System is adequate for use by the intended occupants of the Property. A change in the number of occupants or the quantity, composition or methods of depositing waste may affect the efficiency of the System. In addition, the amount of rainfall and ground water table may also affect the efficiency of the System. Many factors including, but not limited to, natural forces, age, deterioration of materials and the load imposed on a System can cause the System to fail at any time. Broker recommends that Buyer obtain an independent evaluation of any System by a qualified sanitation professional during Buyer's inspection contingency period. Buyer should consult with their sanitation professional to determine if their report includes the tank only, or other additional components of the System such as pits and leach fields. Not all inspectors are licensed and licenses are not available for all types of inspection activities. In some cases, Buyer's lender as well as local government agencies may require System inspection. System-related maintenance costs may include, but not be limited to, locating, pumping or providing outlets to ground level. Brokers are unable to advise Buyer or Seller regarding System-related issues or associated costs, which may be significant. If Buyer and Seller agree to obtain a System inspection, Buyer and Seller are cautioned that the inspection cost may include, but not be limited to, the costs of locating, pumping or providing outlets to ground level. Brokers do not have expertise in this area.
9. **SOIL AND GEOLOGIC CONDITIONS:** Buyer and Seller are advised that real estate in California is subject to settling, slippage, contraction, expansion erosion, subsidence, earthquakes and other land movement. The Property may be constructed on fill or improperly compacted soil and may have inadequate drainage capability. Any of these matters can cause structural problems to improvements on the Property. Civil or geo-technical engineers are best suited to evaluate soil stability, grading, drainage and other soil conditions. Additionally, the Property may contain known or unknown mines, mills, caves or wells. If Buyer wants further information, Broker recommends that Buyer hire an appropriate professional. Not all inspectors are licensed and licenses are not available for all types of inspections. Brokers do not have expertise in this area.
10. **SQUARE FOOTAGE, LOT SIZE, BOUNDARIES AND SURVEYS:** Buyer and Seller are advised that only an appraiser or land surveyor, as applicable, can reliably confirm square footage, lot size, Property corners and exact boundaries of the Property. Representations regarding these items that are made in a Multiple Listing Service, advertisements, and from property tax assessor records are often approximations, or based upon inaccurate or incomplete records. Fences, hedges, walls or other barriers may not represent actual boundary lines. Unless otherwise specified by Broker in writing, Brokers have not verified any such boundary lines or any representations made by Seller or others concerning square footage, lot size, Property corners or exact boundaries. Standard title insurance does not insure the boundaries of the Property. If the exact square footage or lot size or location of Property corners or boundaries is an important consideration in Buyer's decision to purchase the Property and/or how much Buyer is willing to pay for the Property, then Buyer must independently conduct Buyer's own investigation through appropriate professionals, appraisers, or licensed surveyors and rely solely on their data, recognizing that all measurements may not be consistent and that different sources may have different size assessments. Brokers do not have expertise in this area.
11. **WATER INTRUSION:** Buyer and Seller are advised that many homes suffer from water intrusion or leakage. The causes of water intrusion are varied, and can include defective construction, faulty grading, deterioration of building materials and absence of waterproof barriers. Water intrusion can cause serious damage to the Property. This damage



can consist of wood rot, mold, mildew and even damage to the structural integrity of the Property. The cost of repairing and remediating water intrusion damage and its causes can be very significant. The existence and cause of water intrusion is often difficult to detect. Because you, your Broker or a general home inspector cannot visually observe any effects of water intrusion, Buyer and Seller should not assume that such intrusion does not exist. Broker recommends that Buyer have the Property inspected for water intrusion by an appropriate professional. Brokers do not have expertise in this area.

- 12. WELL AND WATER SYSTEM(S):** Buyer and Seller are advised that the Property may be served by one or more water wells, springs, or private community or public water systems. Any of these private or public water systems may contain bacteria, chemicals, minerals and metals, such as chromium. Well(s) may have been abandoned on the Property. Buyer is advised to have both the quality and the quantity of water evaluated, and to obtain an analysis of the quality of any domestic and agricultural water in use, or to be used at the Property, from whatever source. Water quality tests can include not only tests for bacteria, such as coliform, but also tests for organic and inorganic chemicals, metals, mineral content and gross alpha testing for radioactivity. Broker recommends that Buyer consult with a licensed, qualified well and pump company and local government agency to determine whether any well/spring or water system will adequately serve Buyer's intended use and that Buyer have a well consultant perform an extended well output test for this purpose. Water well or spring capacity, quantity output and quality may change at any time. There are no guarantees as to the future water quality, quantity or duration of any well or spring. If Buyer wants further information, Broker(s) recommend that Buyer obtain an inspection of the condition, age, adequacy and performance of all components of the well/spring and any water system during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- 13. WOOD DESTROYING PESTS:** Buyer and Seller are advised that the presence of, or conditions likely to lead to the presence of infestation or infection of wood destroying pests and organisms may adversely affect the Property. Inspection reports covering these items can be separated into two sections: Section 1 identifies areas where infestation or infection is evident. Section 2 identifies areas where there are conditions likely to lead to infestation or infection. If Buyer wants further information, Buyer is advised and Broker recommends that Buyer have the Property inspected for the existence of such conditions and organisms, and conditions that may lead to their formation, by a registered structural pest control company during Buyer's inspection contingency period. Brokers do not have expertise in this area.

B. Property Use and Ownership

- 1. ACCESSORY DWELLING UNITS:** Accessory Dwelling Units (ADUs) are known by many names: granny flats, in-law units, backyard cottages, secondary units and more. California has passed laws to promote the development of ADUs. Additional information about ADUs can be found at <http://hcd.ca.gov/policy-research/AccessoryDwellingUnits.shtml>. Buyer is advised to check with appropriate government agencies or third party professionals to verify permits and legal requirements and the effect of such requirements on current and future use and rentability of the Property, its development and size. Brokers do not have expertise in this area.
- 2. BUILDING PERMITS, ZONING AND CODE COMPLIANCE:** Buyer and Seller are advised that any structure on the Property, including the original structure and any addition, modification, remodel or improvement may have been built without permits, not according to building codes, or in violation of zoning laws. Further, even if such structure was built according to the then-existing code or zoning requirement, it may not be in compliance with current building standards or local zoning. It is also possible that local law may not permit structures that now exist to be rebuilt in the event of damage or destruction. Certain governmental agencies may require periodic inspections to occur in the future. If Buyer wants further information, Broker(s) recommend that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- 3. BUYER INTENDED FUTURE USE OF, AND MODIFICATIONS TO, THE PROPERTY:** Buyer and Seller are advised that Seller's existing use of the property may not be consistent with Buyer's intended use or any future use that Buyer makes of the property, whether or not Buyer has any current plans to change the use. Buyer is advised to check with appropriate government agencies or third party professionals to verify what legal requirements are needed to accommodate any change in use. In addition, neither Seller nor Broker make any representations as to what modifications Buyer can make to the Property after close of escrow as well as any cost factors associated with any such modifications. Buyer is advised to check with his own licensed contractor and other such professionals as well as with the appropriate government agencies to determine what modifications Buyer will be allowed to make after close of escrow. Brokers do not have expertise in this area.
- 4. CALIFORNIA FAIR PLAN:** Buyer and Seller are advised that insurance for certain hillside, oceanfront and brush properties may be available only from the California Fair Plan. This may increase the cost of insurance for such properties and coverage may be limited. Broker(s) recommend that Buyer consult with Buyer's own insurance agent during Buyer's inspection contingency period regarding the availability of coverage under the California Fair Plan and the length of time it may take for processing of a California Fair Plan application. Brokers do not have expertise in this area.



- 5. FUTURE REPAIRS, REPLACEMENTS AND REMODELS:** Buyer and Seller are advised that replacement or repairs of certain systems or rebuilding or remodeling of all or a portion of the Property may trigger requirements that homeowners comply with laws and regulations that either come into effect after Close of Escrow or are not required to be complied with until the replacement, repair, rebuild or remodel has occurred. Permit or code requirements or building standards may change after Close of Escrow, resulting in increasing costs to repair existing features. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- 6. HEATING VENTILATING AND AIR CONDITIONING SYSTEMS:** Changes to state and federal energy efficiency regulations impact the installation, replacement and some repairs of heating and air conditioning units (HVAC): **(i)** Federal regulations now require manufacturers of HVAC units to produce only units meeting a new higher Seasonal Energy Efficiency Rating (SEER). This will likely impact repairs and replacements of existing HVAC units. State regulations now require that when installing or replacing HVAC units, with some exceptions, duct work must be tested for leaks. Duct work leaking more than 15 percent must be repaired to reduce leaks. The average existing duct work typically leaks 30 percent. More information is available at the California Energy Commission's website <http://www.energy.ca.gov/title24/changeout>. Home warranty policies may not cover such inspections or repairs, **(ii)** the phase out of the use of HCFC-22 (R-22 Freon) will have an impact on repairs and replacement of existing air conditioning units and heat pumps. The production and import of HCFC-22 ended January 1, 2020. Existing systems may continue to be used and HCFC-22 recovered and reclaimed or that was produced prior to 2020 can help meet the needs of existing systems, however, costs may rise. More information is available from the Environmental Protection Agency at https://www.epa.gov/sites/production/files/2018-08/documents/residential_air_conditioning_and_the_phaseout_of_hcfc-22_what_you_need_to_know.pdf and <http://www.epa.gov/ozone/title6/phaseout/22phaseout.html>, and **(iii)** New efficiency standards are also in place for water heaters. As a consequence, replacement water heaters will generally be larger than existing units and may not fit in the existing space. Additional venting and other modifications may be required as well. More information is available from the U.S. Department of Energy at http://www.eere.energy.gov/buildings/appliance_standards/product.aspx/productid/27. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- 7. HISTORICAL DESIGNATION, COASTAL COMMISSION, ARCHITECTURAL, LANDSCAPE, AGRICULTURAL OR OPEN SPACE AND OTHER RESTRICTIONS ON BUILDINGS OR IMPROVEMENTS:** Buyer and Seller are advised that the Property may be: **(i)** designated as a historical landmark, **(ii)** protected by a historical conservancy, **(iii)** subject to an architectural or landscaping review process, **(iv)** within the jurisdiction of the California Coastal Commission or other government agency, or **(v)** subject to a contract preserving use of all or part of the Property for agriculture or open space. If the Property is so designated or within the jurisdiction of any such, or similar, government agency, then there may be restrictions or requirements regarding Buyer's ability to develop, remove or trim trees or other landscaping, remodel, make improvements to and build on or rebuild the Property. Broker(s) recommend that Buyer satisfy him/herself during Buyer's inspection contingency period if any of these issues are of concern to Buyer. Brokers do not have expertise in this area.
- 8. INSURANCE, TITLE INSURANCE AND TITLE INSURANCE AFTER FORECLOSURE:** Buyer and Seller are advised that Buyer may have difficulty obtaining insurance regarding the Property if there has been a prior insurance claim affecting the Property or made by Buyer but unrelated to the Property. Seller is required by C.A.R. Form RPA to disclose known insurance claims made during the past five years (C.A.R. Form SPQ or ESD). Sellers may not be aware of claims prior to their ownership. If Buyer wants further information, Broker(s) recommend that, during Buyer's inspection contingency period, Buyer conduct his or her own investigation for past claims. Buyer may need to obtain Seller's consent in order to have access to certain investigation reports. If the Property is a condominium, or is located in a planned unit development or other common interest subdivision, Buyer and Seller are advised to determine if the individual unit is covered by the Homeowner's Association Insurance and the type of insurance coverage that Buyer may purchase. Broker(s) recommend that Buyer consult Buyer's insurance agents during Buyer's inspection contingency period to determine the need, availability and possibility of securing any and all forms of other insurance or coverage or any conditions imposed by insurer as a requirement of issuing insurance. If Buyer does any repairs to the property during the escrow period or Buyer takes possession prior to Close of Escrow or Seller remains in possession after Close of Escrow, whether for a limited or extended period of time, Broker(s) recommend that Buyer and Seller each consult with their own insurance agent regarding insurance or coverage that could protect them in the transaction (including but not limited to: personal property, flood, earthquake, umbrella and renter's). Buyer and Seller are advised that traditional title insurance generally protects Buyer's title acquired through the sale of the property. While all title insurance policies, as do all insurance policies, contain some exclusions, some title insurance policies contain exclusions for any liability arising from a previous foreclosure. This can occur when a short sale has occurred but the lender mistakenly has also proceeded with a foreclosure. Buyer is strongly advised to consult with a title insurer to satisfy themselves that the policy to be provided adequately protects their title to the property against other possible claimants. Brokers do not have expertise in this area.
- 9. LAND LEASE:** Buyer and Seller are advised that certain developments are built on leased land. This means that: **(i)** Buyer does not own the land, **(ii)** the right to occupy the land will terminate at some point in time, **(iii)** the cost to lease the land may increase at some point in the future, and **(iv)** Buyer may not be able to obtain title insurance or may have to obtain a different type of title insurance. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an attorney or other appropriate professional. Brokers do not have expertise in this area.



10. MARIJUANA, CANNABIS, AND METHAMPHETAMINE LABS: Buyer and Seller are advised that California law permits individual patients to cultivate, possess and use marijuana for medical purposes. Furthermore, California law permits primary caregivers, lawfully organized cooperatives, and collectives to cultivate, distribute and possess marijuana for medicinal purposes. California law also allows recreational use of marijuana for adults, as well as limited rights for individuals to grow and cultivate marijuana, and rights of others, subject to a licensing process, to grow, cultivate and distribute marijuana for recreational use. California's medical and recreational marijuana laws are in direct conflict with federal law which recognizes no lawful use for marijuana and has no exemptions for medical use. Federal criminal penalties, some of which mandate prison time, remain in effect for the possession, cultivation and distribution of marijuana. Buyer and Seller are strongly advised to seek legal counsel as to the legal risks and issues surrounding owning or purchasing a property where medical or any other marijuana activity is taking place. Marijuana storage, cultivation and processing carry the risk of causing mold, fungus or moisture damage to a property, additionally, some properties where marijuana has been cultivated have had alterations to the structure or the electrical system which may not have been done to code or with permits and may affect the safety of the structure or the safe operation of the electrical system. Buyer is strongly advised to retain an environmental hygienist contractor and other appropriate professionals to inspect a property where medical or any other marijuana activity has taken place. Broker recommends that Buyer and Seller involved with a property where there is medical marijuana activity or where it may take place review the California Attorney General's Guidelines for the "Security and Non-Diversion of Marijuana Grown for Medical Use" <https://oag.ca.gov/system/files/attachments/press-docs/MEDICINAL%20CANNABIS%20Guidelines.pdf> and the U.S. Department of Justice memo regarding marijuana prosecutions at <https://www.justice.gov/opa/press-release/file/1022196/download>. Brokers do not have expertise in this area. While no state law permits the private production of methamphetamine, some properties have been the site of an illegal methamphetamine laboratory. State law imposes an obligation to notify occupants, a ban on occupying the property and clean up requirements when authorities identify a property as being contaminated by methamphetamine. Buyer is advised that a property where methamphetamine has been produced may pose a very serious health risk to occupants. Buyer is strongly advised to retain an environmental hygienist contractor or other appropriate professionals to inspect the property if methamphetamine production is suspected to have taken place. Brokers do not have expertise in this area.

11. OWNER'S TITLE INSURANCE: The Truth in Lending/RESPA integrated disclosure (TRID) established by the Consumer Financial Protection Bureau (CFPB) requires that lenders must tell borrowers that title insurance is "optional." While obtaining an owner's policy of title insurance may be "optional", it may be a contractual requirement as between Buyer and Seller. Furthermore, California Civil Code § 1057.6 requires that Buyers be provided with the following notice: "IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING."

Additionally, even the CFPB on its "ask CFPB" "What is owner's title insurance?" page advises "You may want to buy an owner's title insurance policy, which can help protect your financial interest in the home." Moreover, not obtaining an owner's policy may increase the cost of the lender's policy (required by most lenders), possibly require the separate purchase of a preliminary title report, and may have an impact on the sale of the Property in the future.

Buyers who decide to opt out of obtaining an owner's title insurance policy are acting against the advice of Brokers as well as the advice provided in the California Civil Code 1057.6 and by the CFPB. Brokers do not have expertise in this area.

12. RENT AND EVICTION CONTROL LAWS AND ORDINANCES: Buyer and Seller are advised that California and some cities and counties impose or may impose restrictions that limit the rent that can be charged to a tenant, the maximum number of tenants who can occupy the property, the right of a landlord to terminate a tenancy and the costs to do so. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority or HOA during Buyer's inspection contingency period. Brokers do not have expertise in this area.

13. RETROFIT, BUILDING REQUIREMENTS, AND POINT OF SALE REQUIREMENTS: Buyer and Seller are advised that state and local Law may require (i) the installation of operable smoke detectors, (ii) bracing or strapping of water heaters, and (iii) upon sale completion of a corresponding written statement of compliance that is delivered to Buyer. Although not a point of sale or retrofit obligation, state law may require the property to have operable carbon monoxide detection devices. Additionally, some city and county governments may impose additional retrofit standards at time of sale including, but not limited to, installing or retrofitting low-flow toilets and showerheads, gas shut-off valves, fireplaces, and tempered glass. Further, there may be potential health impacts from air pollution caused from burning wood. Exposure to particulate matter from the smoke may cause short-term and long-term health effects. Buyers should consult with licensed professional to inspect, properly maintain, and operate a wood burning stove or fireplace. Broker(s) recommend that Buyer and Seller consult with the appropriate government agencies, inspectors, and other professionals to determine the retrofit standards for the Property, the extent to which the Property complies with such standards, and the costs, if any, of compliance. Brokers do not have expertise in this area.



- 14. SHORT TERM RENTALS AND RESTRICTIONS:** Buyer and Seller are advised that some cities, counties and Homeowner Associations (HOAs) do impose or may impose restrictions that limit or prohibit the right of the owner or occupant to rent-out the Property for short periods of time (usually 30 Days or less). In short term rentals, as well as all rentals, Buyer and Seller are advised to seek assistance to ensure compliance with all fair housing laws and regulations. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority or HOA during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- 15. VIEWS:** Buyer and Seller are advised that present views from the Property may be affected by future development or growth of trees and vegetation on adjacent properties and any other property within the line of sight of the Property. Brokers make no representation regarding the preservation of existing views. If Buyer wants further information, Broker(s) recommend that Buyer review covenants, conditions and restrictions, if any, and contact neighboring property owners, government agencies and homeowner associations, if any, during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- 16. SWIMMING POOL, SECURITY AND SAFETY:** Buyer and Seller are advised that state and local Law may require the installation of barriers, anti-entrapment grates, access alarms, self-latching mechanisms, pool covers, exit alarms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property. Compliance requirements differ from city to city and county to county. Unless specifically agreed, the Property may not be in compliance with these requirements. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions and other requirements. State law requires that new pools and spas be equipped with at least two of seven specified drowning prevention safety features. Home inspectors have a statutory obligation to perform a noninvasive physical examination of the pool area to identify which safety features are present. Brokers do not have expertise in this area.
- 17. WATER SHORTAGES AND CONSERVATION:** Buyer and Seller are advised that the Property may be located in an area that could experience water shortages. The policies of local water districts and the city or county in which the Property is located can result in the occurrence of any or all of the following: (i) limitations on the amount of water available to the Property, (ii) restrictions on the use of water, and (iii) an increasingly graduated cost per unit of water use, including, but not limited to, penalties for excess usage. For further information, Broker recommends that Buyer contact the supplier of water to the Property regarding the supplier's current or anticipated policies on water usage and to determine the extent to which those policies may affect Buyer's intended use of the Property. If the Property is serviced by a private well, Buyer is advised that drought conditions and/or a low water table may make it necessary to arrange, through a private supplier, for delivery of water to the Property. Buyers should contact water truck companies for the costs involved. Brokers do not have expertise in this area.
- 18. 1915 IMPROVEMENT BOND MELLO-ROOS COMMUNITY DISTRICT, AND OTHER ASSESSMENT DISTRICTS:** Buyer and Seller are advised that the Property may be subject to an improvement bond assessment under the Improvement Bond Act of 1915, a levy of a special tax pursuant to a Mello-Roos Community Facilities district, and/or a contractual assessment as provided in Section 5898.24 of the Streets And Highways Code or other assessment districts. Seller is generally required to make a good faith effort to obtain a disclosure notice from any local agency collecting such taxes and deliver such notice to Buyers. If there is a question as to whether an existing bond or assessment will be prorated as of the close of escrow, or whether Seller will pay off the bond or assessment at close of escrow, Buyers are advised to discuss the matter with the appropriate entity and address the responsibility for payment in negotiations for the purchase agreement or amendment prior to removing contingencies. Some cities and other localities have begun, or have the intention to begin, the process of requiring the replacement of utility poles by requiring that utility lines be buried underground. These projects can result in special tax assessments and set-up costs that are imposed on individual property owners. Brokers do not have expertise in this area.

C. Off-Site and Neighborhood Conditions

- 1. GOLF COURSE DISCLOSURES:** Buyer and Seller are advised that if the Property is located adjacent to or near a golf course the following may apply: (i) Stray golf balls – Any residence near a golf course may be affected by errant golf balls, resulting in personal injury or destruction to property. Golfers may attempt to trespass on adjacent property to retrieve golf balls even though the project restrictions may expressly prohibit such retrieval. (ii) Noise and lighting – The noise of lawn mowers irrigation systems and utility vehicles may create disturbances to homeowners. Maintenance operations may occur in the early morning hours. Residents living near the clubhouse may be affected by extra lighting, noise, and traffic. (iii) Pesticides and fertilizer use – A golf course may be heavily fertilized, as well as subjected to other chemicals during certain periods of the year. (iv) Irrigation system – Golf course sprinkler systems may cause water overspray upon adjacent property and structures. Also the irrigation system of a golf course may use reclaimed and retreated wastewater. (v) Golf carts – Certain lots may be affected more than others by the use of golf carts. Lots adjacent to a tee or putting green may be subject to noise disturbances and loss of privacy. (vi) Access to golf course from residences – It is likely that most residences will not have direct access from their lots to the golf course. The project restrictions may disclaim any right of access or other easements from a resident's lot onto the golf course. (vii) View obstruction – Residents living near a golf course may have their views over the golf course impacted by maturing trees and landscaping or by changes to the course's configuration. (viii) Water restrictions – As some municipalities face water shortages, the continued



availability of water to the golf course may be restricted or otherwise reduced by the local water agency. If Buyer wants further information, Broker(s) recommend that Buyer contact the local water agency regarding this matter. Brokers do not have expertise in this area.

2. **NEIGHBORHOOD, AREA, PERSONAL FACTORS, BUYER INTENDED USE, HIGH SPEED RAILS, AND SMOKING RESTRICTIONS:** Buyer and Seller are advised that the following may affect the Property or Buyer's intended use of it: neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to medical marijuana growing or distribution locations, cell phone towers, manufacturing, commercial, industrial, airport or agricultural activities or military ordnance locations, existing and proposed transportation, construction, and development, any other source that may affect noise, view, traffic, or odor, wild and domestic animals, susceptibility to tsunami and adequacy of tsunami warnings, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally-protected sites or improvements, cemeteries, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer and FAA requirements for recreational and non-recreational use of Unmanned Aircraft Systems (UAS) (drones) (see UAS frequently asked questions <http://www.faa.gov/uas/faqs/>). California is potentially moving toward high speed rail service between Northern and Southern California. This rail line could have an impact on the Property if it is located nearby. More information on the timing of the project and routes is available from the California High-Speed Rail Authority at www.cahighspeedrail.ca.gov/. The State of California has long-standing no smoking laws in place restricting smoking in most business and some public spaces. Local jurisdictions may enact laws that are more restrictive than state law. Many California cities have enacted restrictions on smoking in parks, public sidewalks, beaches and shopping areas. Some jurisdictions have restrictions entirely banning smoking inside privately owned apartments and condominiums as well as in the common areas of such structures, or limiting smoking to certain designated areas. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions. Brokers do not have expertise in this area.
3. **NEIGHBORHOOD NOISE SOURCES:** Buyer and Seller are advised that even if the Property is not in an identified airport noise influence area, the Property may still be subject to noise and air disturbances resulting from airplanes and other aircraft, commercial or military or both, flying overhead. Other common sources of noise include nearby commercial districts, schools, traffic on streets, highways and freeways, trains and general neighborhood noise from people, dogs and other animals. Noise levels and types of noise that bother one person may be acceptable to others. Buyer is advised to satisfy him/herself with regard to any sources of and amounts of noise at different times of day and night. Brokers do not have expertise in this area.
4. **SCHOOLS:** Buyer and Seller are advised that children living in the Property may not, for numerous reasons, be permitted to attend the school nearest the Property. Various factors including, but not limited to, open enrollment policies, busing, overcrowding and class size reductions may affect which public school serves the Property. School district boundaries are subject to change. Buyer is advised to verify whether the Property is now, and at the Close of Escrow will be, in the school district Buyer understands it to be in and whether residing in the Property entitles a person to attend any specific school in which that Buyer is interested. Broker(s) recommend that Buyer contact the local school or school district for additional information during Buyer's inspection contingency period. Brokers do not have expertise in this area.
5. **UNDERGROUND PIPELINES AND UTILITIES:** Throughout California underground pipelines transport natural gas, liquid fuel and other potentially hazardous materials. These pipelines may or may not provide utility services to the Property. Information about the location of some of the pipelines may be available from a company that also provides disclosures of natural and other hazards or from other sources of public maps or records. Proximity to underground pipelines, in and of itself, does not affirmatively establish the risk or safety of the property. If Buyer wants further information about these underground pipelines and utilities, Buyer is advised to consult with appropriate experts during Buyer's inspection contingency period. Brokers do not have expertise in this area.

D. Legal Requirements (Federal, State and Local)

1. **DEATH ON THE PROPERTY:** California Civil Code Section 1710.2 protects a seller from: (i) failing to disclose a death on the property that occurred more than 3 years before a buyer has made an offer on a property; and (ii) failing to disclose if an occupant of a property was afflicted with HIV/AIDS, regardless of whether a death occurred or if so, when. Section 1710.2 does not protect a seller from making a misrepresentation in response to a direct inquiry. If the Buyer has any concerns about whether a death occurred on the Property or the manner, location, details or timing of a death, the buyer should direct any specific questions to the Seller in writing. Brokers do not have expertise in this area.
2. **EARTHQUAKE FAULT ZONES AND SEISMIC HAZARD ZONES:** Buyer and Seller are advised that California Public Resources Code Sections 2622 and 2696 require the delineation and mapping of "Earthquake Fault Zones" along known active faults and "Seismic Hazard Zones" in California. Affected cities and counties must regulate certain development projects within these zones. Construction or development on affected properties may be subject to the findings of a geological report prepared by a registered California geologist. Generally, Seller must disclose if the Property is in such a zone and can use a research company to aid in the process. If Buyer wants further information, Broker recommends that, during Buyer's inspection contingency period, Buyer make independent inquiries with such research companies or



with appropriate government agencies concerning the use and improvement of the Property. Buyer is advised that there is a potential for earthquakes and seismic hazards even outside designated zones. Brokers do not have expertise in this area.

3. **EPA's LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE:** The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at <http://www.epa.gov/lead> for more information. Buyer and Seller are advised to consult an appropriate professional. Brokers do not have expertise in this area.
4. **FIRE HAZARDS:** Buyer and Seller are advised that fires annually cause the destruction of thousands of homes. Due to varied climate and topography, certain areas have higher risks of fires than others. Certain types of materials used in home construction create a greater risk of fire than others. If the Property is located within a State Fire Responsibility Area or a Very High Fire Hazard Zone, generally Seller must disclose that fact to Buyer under California Public Resources Code Section 4136 and California Government Code Sections 51178 and 51183.5, and may use a research company to aid in the process. Owners of property may be assessed a fire prevention fee on each structure on each parcel in such zones. The fee may be adjusted annually commencing July 1, 2013. If Buyer wants further information, Broker recommends that, during Buyer's inspection contingency period, Buyer contact the local fire department and Buyer's insurance agent regarding the risk of fire. Buyer is advised that there is a potential for fires even outside designated zones. Brokers do not have expertise in this area.
5. **FIRPTA/CALIFORNIA WITHHOLDING:** Buyer and Seller are advised that: (i) Internal Revenue Code Section 1445, as of February 17, 2016, requires a Buyer to withhold and to remit to the Internal Revenue Service 15% of the purchase price of the property if the Seller is a non-resident alien, unless an express exemption applies. Only 10% needs to be withheld if the Buyer acquires the property as Buyer's residence and the price does not exceed \$1,000,000. Seller may avoid withholding by providing Buyer a statement of non-foreign status. The statement must be signed by Seller under penalty of perjury and must include Seller's tax identification number. Buyer can also avoid having to withhold Federal taxes from Seller's Proceeds if the property price is \$300,000 or less, and the Buyer signs an affidavit stating Buyer intends to occupy the property as a principal residence. (ii) California Revenue and Taxation Code Section 18662 requires that a Buyer withhold and remit to the California Franchise Tax Board 3 1/3% of the purchase price of the property unless the Seller signs an affidavit that the property was the Seller's (or the decedent's, if a trust or probate sale) principal residence or that the sales price is \$100,000 or less or another express exemption applies. Exemptions from withholding also apply to legal entities such as corporations, LLCs, and partnerships. Brokers cannot give tax or legal advice. Broker recommends that Buyer and Seller seek advice from a CPA, attorney or taxing authority. Brokers do not have expertise in this area.
6. **FLOOD HAZARDS:** Buyer and Seller are advised that if the Property is located within a Special Flood Hazard Area, as designated by the Federal Emergency Management Agency (FEMA), or an area of Potential Flooding pursuant to California Government Code Section 8589.3, generally Seller must disclose this fact to Buyer and may use a research company to aid in the process. The National Flood Insurance Program was established to identify all flood plain areas and establish flood-risk zones within those areas. The program mandates flood insurance for properties within high-risk zones if loans are obtained from a federally-regulated financial institution or are insured by any agency of the United States Government. The extent of coverage and costs may vary. If Buyer wants further information, Broker(s) recommend that Buyer consult his or her lender and/or insurance agent during Buyer's inspection contingency period. Buyer is advised that there is a potential for flooding even outside designated zones. Brokers do not have expertise in this area.
7. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specific registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at <http://www.meganslaw.ca.gov/>. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers, in any, are required to check this website. If Buyer wants further information, Buyer should obtain information directly from this website.) Brokers do not have expertise in this area.
8. **NOTICE OF YOUR SUPPLEMENTAL PROPERTY TAX BILL; ACCURATE SALES PRICE REPORTING:** Buyer and Seller are advised that pursuant to Civil Code § 1102.6(c), Seller, or his or her agent, is required to provide the following notice to the Buyer:

"California property tax law requires the Assessor to revalue real property at the time the ownership of property changes. Because of this law, you may receive one or two supplemental tax bills, depending on when your loan closes.

The supplemental tax bills are not mailed to your lender. Even if you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the Tax Collector. If you have any questions concerning this matter, please call your Tax Collector's Office."



Although the notice refers to loan closing as a trigger, it is actually the change of ownership which triggers this reassessment of property taxes. Therefore, the Property can be reassessed even if there is no loan involved in the purchase of the Property. The Purchase Agreement may allocate supplemental tax bills received after the Close of Escrow to the Buyer. A change (preliminary change) of ownership form is generally required to be filed by the Buyer with the local taxing agency. The form identifies the sales price of the Property. An assessor may value the Property at its fair market value regardless of the sales price declared by the Buyer. If Buyer wants further information concerning these matters, Broker(s) recommend that Buyer discuss the issue with the County Assessor or Tax Collector or their own tax or legal advisor. Brokers do not have expertise in this area.

9. **ZONE MAPS MAY CHANGE:** Maps that designate, among other things, Earthquake Fault Zones, Seismic Hazard Zones, State Fire Responsibility Areas, Very High Fire Hazard Zones, Special Flood Hazard Areas, and Potential Flooding Areas are occasionally redrawn by the applicable Government Agency. Properties that are currently designated in a specified zone or area could be removed and properties that are not now designated in a specified zone or area could be placed in one or more such zones or areas in the future. A property owner may dispute a FEMA flood hazard location by submitting an application to FEMA. Brokers do not have expertise in this area.

E. Contract Related Issues and Terms

1. **ARBITRATION:** Buyer and Seller are advised that arbitration is a process by which the disputing parties hire a neutral person to render a binding decision. Generally, arbitration is faster and less expensive than resolving disputes by litigating in court. The rules are usually less formal than in court, and it is a private process not a matter of public record. By agreeing to arbitration, the parties give up the right to a jury trial and to appeal the arbitrator's decision. Arbitration decisions have been upheld even when arbitrators have made a mistake as to the law or the facts. If the parties agree to arbitration, then after first attempting to settle the dispute through mediation, any dispute arising out of their agreement (with a few limited exceptions) must be submitted to binding arbitration. Buyer and Seller must weigh the benefits of a potentially quicker and less expensive arbitration against giving up the right to a jury trial and the right to appeal. Brokers cannot give legal advice regarding these matters. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to arbitration. Brokers do not have expertise in this area.
2. **ELECTRONIC SIGNATURES:** The ability to use electronic signatures to sign legal documents is a great convenience, facilitating the ability to send and receive documents and reach agreement in a real estate transaction. However, Buyers and Sellers are cautioned to carefully read each provision. Arrows indicating "sign here" are merely there for the convenience of finding the next signature line. Only sign if you have taken the time necessary to read each document thoroughly, have full knowledge, and consent to the terms provided in the document. Brokers strongly advise Buyers and Sellers to read the entire document before signing even if they have reviewed an earlier draft. Do not just scroll through or skip to the next signature line. You are signing a legally binding agreement. Read it carefully. Ask your Broker, Agent or legal advisor if you have questions or do not understand a provision, and sign only if you agree to be bound by the terms. Brokers do not have expertise in this area.
3. **ESCROW FUNDS:** Buyer and Seller are advised that California Insurance Code Section 12413.1 provides that escrow companies cannot disburse funds unless there are sufficient "good funds" to cover the disbursement. "Good funds" are defined as cash, wire transfers and cashiers' or certified checks drawn on California depositories. Escrow companies vary in their own definitions of "good funds." Broker(s) recommend that Buyer and Seller ask the escrow company regarding its treatment of "good funds." All samples and out-of-state checks are subject to waiting periods and do not constitute "good funds" until the money is physically transferred to and received by the escrow holder. Brokers do not have expertise in this area.
4. **HOME WARRANTY:** Buyer and Seller are advised that Buyer and Seller can purchase home warranty plans covering certain standard systems of the Property both before and after Close of Escrow. Seller can obtain coverage for the Property during the listing period. For an additional premium, an upgraded policy providing additional coverage for air conditioning, pool and spa and other features can be purchased. Home warranties do not cover every aspect of the Property and may not cover inspections or upgrades for repairs required by state or federal laws or pre-existing conditions. Broker(s) recommend that Buyer review the policy for details. Brokers do not have expertise in this area.
5. **IDENTIFICATION OF NATURAL PERSONS BEHIND SHELL COMPANIES IN ALL-CASH TRANSACTIONS:** The U.S. Treasury Department's Financial Crimes Enforcement Network (FinCEN) has issued Geographic Targeting Orders (GTOs) targeting alleged money laundering risk in the real estate sector. The GTOs will temporarily require U.S. title insurance companies to identify the natural persons behind shell companies used to pay "all cash" for high-end residential real estate in certain major metropolitan areas. FinCEN explained that it remains concerned that all-cash purchases (i.e., those without bank financing) may be conducted by individuals attempting to hide their assets and identity by purchasing residential properties through limited liability companies or other similar structures. Since the original issuance, the GTOs have been renewed and may continue to be renewed. The GTOs cover the following areas in California: Los Angeles, San Francisco, San Mateo, Santa Clara and San Diego Counties. The monetary thresholds for each county is \$300,000. GTOs have helped law enforcement identify possible illicit activity. FinCEN reported that a significant portion of covered transactions have dictated possible criminal activity associated with the individuals reported to be the beneficial owners behind shell company purchasers. Brokers do not have expertise in this area.



6. **LIQUIDATED DAMAGES:** Buyer and Seller are advised that a liquidated damages clause is a provision Buyer and Seller can use to agree in advance to the amount of damages that a seller will receive if a buyer breaches the Agreement. The clause usually provides that a seller will retain a buyer's initial deposit paid if a buyer breaches the agreement, and generally must be separately initialed by both parties and meet other statutory requirements to be enforceable. For any additional deposits to be covered by the liquidated damages clause, there generally must be another separately signed or initialed agreement (see C.A.R. Form RID). However, if the Property contains from 1 to 4 units, one of which a buyer intends to occupy, California Civil Code Section 1675 limits the amount of the deposit subject to liquidated damages to 3% of the purchase price. Even though both parties have agreed to a liquidated damages clause, an escrow company will usually require either a judge's or arbitrator's decision or instructions signed by both parties in order to release a buyer's deposit to a seller. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to a liquidated damages clause. Brokers do not have expertise in this area.
7. **MEDIATION:** Buyer and Seller are advised that mediation is a process by which the parties hire a neutral person to facilitate discussion and negotiation between the parties with the goal of helping them reach a settlement of their dispute. The parties generally share in the cost of this confidential, non-binding negotiation. If no agreement is reached, either party can pursue further legal action. Under C.A.R. Form RPA-CA: (i) the parties must mediate any dispute arising out of their agreement (with a few limited exceptions, such as matters within the jurisdiction of a small claims court) before they resort to arbitration or court, and (ii) if a party proceeds to arbitration or court without having first attempted to mediate the dispute, that party risks losing the right to recover attorney fees and costs even if he or she prevails. Brokers do not have expertise in this area.
8. **NON CONFIDENTIALITY OF OFFERS:** Buyer is advised that Seller or Listing Agent may disclose the existence, terms, or conditions of Buyer's offer, unless all parties and their agent have signed a written confidentiality agreement (such as C.A.R. Form CND). Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the Listing Agent's marketing strategy and the instructions of the Seller. Brokers do not have expertise in this area.
9. **ONLINE OR WIRE FUNDS TRANSFERS:** Instructions for the online or wire transfer of escrow deposits have been known to be intercepted by hackers who alter them so that Buyer's funds are actually wired to accounts controlled by criminals rather than the escrow company. Buyers should exercise extreme caution in making electronic funds transfers, verifying that the organization they are transferring funds to is, in fact, the escrow company and that their own bank account information is not being exposed. See C.A.R. Form WFA for further information. Brokers do not have expertise in this area.

F. Other Factors Affecting Property

1. **COMMUNITY ENHANCEMENT AND PRIVATE TRANSFER FEES:** Buyer and Seller are advised that some areas or communities may have enhancement fees or user-type fees, or private transfer taxes and fees, over and above any stated fees. The Federal Housing Finance Agency has issued a rule that prohibits Fannie Mae and Freddie Mac from purchasing loans made on properties with private transfer fees if those fees were established on or after February 8, 2011. See title 12 Code of Federal Regulations Section 1228 for more information and exceptions. Private transfer fees: (i) may last for a fixed period of time or in perpetuity, (ii) are typically calculated as a percentage of the sales price, and (iii) may have private parties, charitable organizations or interest-based groups as their recipients who may use the funds for social issues unrelated to the property. Brokers do not have expertise in this area.
2. **GENERAL RECALL/DEFECTIVE PRODUCT/CLASS ACTION INFORMATION:** Buyer and Seller are advised that government entities and manufacturers may at any time issue recall notices and/or warnings about products that may be present in the Property, and that these notices or warnings can change. The following nonexclusive, non-exhaustive list contains examples of recalled/defective products/class action information: horizontal furnaces; Whirlpool Microwave Hood Combination; RE-ConBuilding products roof tiles; Central Sprinkler Company Fire Sprinklers; Robert Shaw Water Heater Gas Control Valves; Trex Decking; water heaters; aluminum wiring; galvanized, abs, polybutylene PEX, KITEC® and copper pipe; and dry wall manufactured in China. There is no single, all-inclusive source of information on product recalls, defective products or class actions; however, the U.S. Consumer Product Safety Commission (CPSC) maintains a website that contains useful information. If Buyer wants further information regarding the items listed above, Broker(s) recommend that Buyer review the CPSC website at <http://www.cpsc.gov/> during Buyer's inspection contingency period. Another source affiliated with the CPSC is <http://saferproducts.gov/> which allows a Buyer to search by product type or product name. Buyer may also search using the various search engines on the Internet for the specified product or products in question. Brokers recommend that Buyer satisfy themselves regarding recalled or defective products. Brokers will not determine if any aspect of the Property is subject to a recall or is affected by a class action lawsuit. Brokers do not have expertise in this area.

- 3. HOMEOWNER ASSOCIATIONS AND COVENANTS, CONDITIONS AND RESTRICTIONS ("CC&Rs"); CHARGING STATIONS; FHA/VA APPROVAL:** Buyer and Seller are advised that if the Property is a condominium, or located in a planned unit development, or in a common interest subdivision, there are typically restrictions on use of the Property and rules that must be followed. Restrictions and rules are commonly found in Declarations and other governing documents. Further there is likely to be a homeowner association (HOA) that has the authority to affect the Property and its use. Whether or not there is a HOA, the Property may still be subject to CC&Rs restricting use of the Property. The HOA typically has the authority to enforce the rules of the association, assess monetary payments (both regular monthly dues and special assessments) to provide for the upkeep and maintenance of the common areas, and enforce the rules and assessment obligations. If you fail to abide by the rules or pay monies owed to the HOA, the HOA may put a lien against your Property. Additionally, if an electric vehicle charging station is installed in a common area or an exclusive use common area, each Seller whose parking space is on or near that charging station must disclose its existence and that the Buyer will have the responsibilities set forth in California Civil Code §4745. The law requires the Seller to provide the Buyer with the CC&Rs and other governing documents, as well as a copy of the HOA's current financial statement and operating budget, among other documents. Effective July 1, 2016, a Common Interest Development (CID) will be required to include in its annual budget report a separate statement describing the status of the CID as a Federal Housing Administration or Department of Veterans Affairs approved Development. While the purchase agreement and the law require that the annual budget be provided by Seller to Buyer, Brokers will not and cannot verify the accuracy of information provided by the CID. Buyer is advised to carefully review all HOA documents provided by Seller and the CC&Rs, if any, and satisfy him/herself regarding the use and restrictions of the Property, the amount of monthly dues and/or assessments, the adequacy of reserves, current and past insurance coverage and claims, and the possibility of any legal action that may be taken by or against the HOA. The HOA may not have insurance or may not cover personal property belonging to the owner of the unit in the condominium, common interest or planned unit development. For more information Buyer may request from Broker the C.A.R. Legal Q&A titled: "Homeowners' Associations: A Guide for REALTORS®". Brokers do not have expertise in this area.
- 4. LEGAL ACTION:** Buyer and Seller are advised that if Seller or a previous owner was involved in a legal action (litigation or arbitration) affecting the Property, Buyer should obtain and review public and other available records regarding the legal action to determine: **(i)** whether the legal action or any resolution of it affects Buyer and the Property, **(ii)** if any rights against any parties involved in the legal action survive the legal action or have been terminated or waived as a result of the legal action, whether or not involving the same issue as in the legal action, and **(iii)** if any recommendations or requirements resulting from the legal action have been fulfilled and, if so, that Buyer is satisfied with any such action. Buyer should seek legal advice regarding these matters. Brokers do not have expertise in this area.
- 5. MARKETING; INTERNET ADVERTISING; INTERNET BLOGS; SOCIAL MEDIA:** Buyer and Seller are advised that Broker may employ a "staging" company to assist in the presentation of the Property. The furnishings and decorations in the staging are generally not included in the sale unless specifically noted in the Agreement. Statements and inclusion in the MLS entry, flyers, and other marketing materials are NOT part of the Agreement. In addition, Broker may employ a service to provide a "virtual tour" or "virtual staging" or Internet marketing of the Property, permitting potential buyers to view the Property over the Internet. While they are supposed to be an accurate representation of the property, the photos may be enhanced and not fully representative of the actual condition of the property. Further, neither the service provider nor Broker have total control over who will obtain access to materials placed on the internet or what action such persons might take. Additionally, some Internet sites and other social media provide formats for comments or opinions of value of properties that are for sale. Information on the Property, or its owner, neighborhood, or any homeowner association having governance over the Property may be found on the internet on individual or commercial web sites, blogs, Facebook pages, or other social media. Any such information may be accurate, speculative, truthful or lies, and it may or may not reflect the opinions or representations by the Broker. Broker will not investigate any such sites, blogs, social media or other internet sites or the representations contained therein. Buyer is advised to make an independent search of electronic media and online sources prior to removing any investigation contingency. Buyer and Seller are advised that Broker has no control over how long the information or photos concerning the Property will be available on the Internet or through social media, and Broker will not be responsible for removing any such content from the internet or MLS. Brokers do not have expertise in this area.
- 6. PACE LOANS AND LIENS:** The acronym PACE stands for Property Assessed Clean Energy. PACE programs allow property owners to finance energy and water conservation improvements and pay for them through an assessment on the owner's property. PACE programs are available in most areas for both residential one to four unit properties and commercial properties. PACE programs may be referred to by different names such as HERO or SCEIP, among others. If a PACE project is approved, an assessment lien is placed on a property for the amount owed plus interest. A property owner repays the entity for the improvements as a special tax assessment on the property tax bill over a period of years. A PACE lien is similar to a property tax lien in that it has "super priority." Sellers are obligated to disclose, pursuant to the C.A.R. Residential Purchase Agreement (C.A.R. Form RPA), whether any improvement is subject to a lien such as a PACE lien. Properties that are subject to PACE liens made on or after July 6, 2010 may not be eligible for financing. For more information, Buyer may request from Broker the C.A.R. Legal Q&A titled: "PACE Programs and Solar Leases". Brokers do not have expertise in this area.



7. **RE-KEYING:** All locks should be re-keyed immediately upon close of escrow so as to ensure the Buyer's safety and security of their persons as well as their personal belongings. Alarms, if any, should be serviced by professionals and codes should be changed. Garage door openers and remotes should be re-coded. In the event of a lease back to Seller after the close of escrow, Seller is advised that the Buyer is entitled to the keys as the Owner of the Property even though the Seller stays in possession of the Property as provided in the RPA.
8. **SOLAR PANEL LEASES:** Solar panel or power systems may be owned or leased. Although leased systems are probably personal property, they are included in the sale by the C.A.R. purchase agreement which also obligates the Seller to make a disclosure to the Buyer and provide the Buyer with documentation concerning the lease and system. Leasing companies generally secure payments by filing a UCC-1 (a Uniform Commercial Code form giving notice of a creditor's security interest) against the property. Buyers are given a contingency right to investigate the solar related system and documentation and assume any lease. Assumption of the lease may require Buyer to provide financial information to the leasing company who may require a credit report be obtained on the Buyer. Should a solar panel or power system be on the Property, Buyers should determine if the system is leased or owned. Buyers willingness to assume any such lease is a contingency in favor of Seller. For more information, Buyer may request from Broker the C.A.R. Legal Q&A titled: "PACE Programs and Solar Leases". Brokers do not have expertise in this area.
9. **RECORDING DEVICES:** Audio or video recording devices or both may be present on the Property, whether or not notice of any such devices has been posted. Seller may or may not even be aware of the capability of such devices.

G. Local Disclosures and Advisories

1. LOCAL ADVISORIES OR DISCLOSURES (IF CHECKED):

The following disclosures or advisories are attached:

A. ☒ **Malibu Topanga Disclosure Addendum**

B. ☐

C. ☐

D. ☐

Buyer and Seller are encouraged to read all 14 pages of this Advisory carefully. By signing below, Buyer and Seller acknowledge that each has read, understands and received a copy of all 14 pages of this Advisory.

BUYER M.J. Bassett **MJ BASSETT** Date 04/06/2021
 BUYER Karen Bassett **KAREN BASSETT** Date 04/06/2021
 (Address) _____

SELLER _____ **DAVID KEARNEY** Date _____
 SELLER _____ Date _____
 (Address) _____

Real Estate Broker (Selling Firm) COMPASS DRE Lic. # 01991628
 By Wilke Itzin DRE Lic.# 02119451 Date 04/06/2021
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ Email wilke.itzin@compass.com

Real Estate Broker (Listing Firm) Pritchett-Rapf & Assoc. DRE Lic. # 00528707
 By _____ DRE Lic.# 01093433/01393337 Date _____
CHRYSSA LIGHTHEART/WILLIAM BOWLING
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ Email _____

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Malibu/Topanga Disclosure Addendum: Local Condition Disclosures

This form does not replace the Statewide Buyer and Seller Advisory (CAR Form SBSA) and is intended only for the exclusive use of active members of the Malibu Association of REALTORS®

This is an Addendum to that certain California Residential/Vacant Land Purchase Agreement & Joint Escrow Instructions dated April 6, 2021 by and between DAVID KEARNEY as Seller(s) and MJ BASSETT, KAREN BASSETT as Buyer(s), regarding that certain real property commonly known as 19817 Montau Dr, Topanga, CA 90290-3325, California.

MALIBU INCORPORATION/COUNTY RESTRICTIONS: As of March 1991, a portion of the area commonly referred to as "Malibu" has been incorporated as the City of Malibu. The balance of what is commonly referred to as "Malibu" remains a part of the unincorporated area of the County of Los Angeles or the County of Ventura. The City of Malibu has imposed new restrictions and standards for construction, remodeling and land development and routinely amends or modifies its regulations and ordinances. Various governmental bodies, such as Site Plan Review Committee, Environmental Review Board (archaeological considerations), City Biologist, Environmental Health Department and Landscape Control, etc., of the City of Malibu may affect, limit or influence Buyers' plans for the Property. Buyer is aware the City of Malibu and the counties of Los Angeles and Ventura have various zoning, land use, building code and other restrictions and requirements regarding use, remodeling and development with which Buyer must comply, including, but not limited to, Significant Ecological Areas (SEA's), Environmentally Sensitive Habitat Areas (ESHA's), flood-hazard zones, Fire Department requirements (road access, water flow and storage, fire hydrant, interior sprinklers, brush clearance, and fuel modification plans), oak tree ordinances, septic setbacks from drainage areas, blue-line streams, slope density calculations limiting building square footage, and Topanga Canyon Community Standards District Ordinance, etc. There are also deed restrictions and other private land use restrictions which may affect the Property. It is the responsibility of the Buyer to determine whether any laws, rules, regulations or ordinances affect or apply to the Property. Additionally, Buyer is advised to contact the City of Malibu, the County of Los Angeles, or the County of Ventura to determine which of the laws or regulations may apply to and affect the Property. The City of Malibu routinely attempts to influence development outside its boundaries through a "sphere of influence" in its General Plan.

CALIFORNIA COASTAL COMMISSION ("CCC"): Buyer and Seller acknowledge remodeling or developing property may be subject to the jurisdiction and requirements of the CCC. On October 13, 2014, the CCC certified a Local Coastal Program ("LCP"), which encompasses that area of the Santa Monica Mountains within the Coastal Zone, which is outside the City of Malibu, and is in the unincorporated County of Los Angeles. The LCP grants the authority to issue most permits for remodeling or developing property in said area directly to the County of Los Angeles. There are certain areas which remain appealable to the CCC. The LCP is comprised of two components, i) a Land Use Plan ("LUP"), and ii) a Local Implementation Program ("LIP"). Buyer is encouraged to satisfy himself/herself, prior to close of escrow, of any potential developmental restrictions or conditions (agricultural, equestrian, etc.) which may affect his/her intended uses. To address and identify zoning, habitat categories, scenic resources, etc., on any property within the Coastal Zone, Buyer can contact the Los Angeles Department of Regional Planning. There is also a map of the Coastal Zone and a link to SMMLCP-NET, which can be found at <http://planning.lacounty.gov/coastal>.

Section 22.44.690 S of the Los Angeles County Code authorizes the Director of Regional Planning to record a Notice of Violation against any property determined to have been developed in violation of the County Code. Penalties or fines may be imposed. Even without such notice, by law, while liability for County Code violations attaches to the person or persons originally responsible for said violations (and continues to do so even if they no longer own the property), liability also attaches to whomever owns the property upon which a County Code violation persists. Therefore, any new owner(s) of the subject property will assume liability for, and the duty to correct, any remaining violations. Under California Real Estate law, if you plan to sell the subject property, it is incumbent upon you to inform any potential new owner(s) of same.

On September 13, 2002, the CCC adopted a new LCP for Malibu. This plan affects new development and remodeling with new requirements/restrictions/regulations. On November 24, 2004, the City of Malibu adopted the LCP (9/13/02) and is processing all Coastal Development Permits within the City limits. The development of beachfront property may also be impacted by the determination of "mean high tide line" in relation to the boundary lines for beachfront property. Beach parcels being developed may require view corridors on the lot's side yards in addition to side yard setbacks. Buyer should contact the City of Malibu, CCC and the State Lands Commission for more information. Buyer is advised to investigate and satisfy himself/herself during the investigation/contingency period as to any potential ramifications. The fact that a Coastal Development Permit ("CDP") had previously been issued and which has expired is no guarantee that an identical permit will be issued with the same conditions (size, site location, etc.). New restrictive conditions could be imposed, such as lesser square footage or a less desirable site location, etc. Buyer is advised to consult a qualified specialist regarding coastal development issues. **Public Access:** At several points along the Malibu Coastline, property owners have recorded irrevocable Offers to Dedicate ("OTD") public accessways, which, if opened in the future, would provide public access to the shoreline through property which was previously private. Additionally, an OTD easement for vertical/shoreline access may be required for all new development projects when existing or dedicated vertical/shoreline access is not available within 500' of the new development site. Buyer is encouraged to consider the location and impact of such dedications and the location of vertical accessways acquired by the CCC. Buyer is advised to check with the City of Malibu and the CCC for further information.

Malibu/Topanga Disclosure Addendum, Rev. 09/22/15, continued

SHORELINE, BEACH & BLUFF EROSION DEVICES: Brokers and Sellers make no representations as to whether past or existing shoreline protection devices such as seawalls, bulkheads, revetments, etc. were properly engineered and installed with all the required governmental permits. Additionally, in certain situations where beach erosions have occurred, a Geological Hazard Abatement District (GHAD) may be implemented which could result in ongoing future financial obligations and/or assessments.

GEOLOGICAL HAZARD ABATEMENT DISTRICTS/ASSESSMENT DISTRICTS: Currently, the City of Malibu has designated certain geological hazard-abatement and assessment districts, including but not limited to, Big Rock, Malibu Road, Calledel Barco/La Costa and portions of Broad Beach Road/Victoria Point Road. Buyer is strongly advised by Broker to, obtain an independent geological inspection and consult with the City of Malibu geologist. If Buyer's purchase is based upon the desire/intention for future improvements, additions, or development of the Property, specific issues may be required to be addressed, such as slope stability, septic, and factors of safety, all of which may affect the Buyer's ability to develop the Property. Full investigation should be performed by Buyer's licensed professional(s) to confirm feasibility of development. **BEACH DEVELOPMENT:** Any new seaward construction from existing structures, as well as vacant land construction, may not always be dictated by the "string line". "String line" is currently interpreted to be a line from each adjacent neighbor of the subject property. The line goes from the most seaward point of the first and second story decks, and from the most seaward point of the first and second story structures. Buyer should be cautioned that the actual seaward development may be determined by a more restrictive interpretation -- the most restrictive surveyed mean high tide line. Buyer is advised to consult the appropriate professionals.

MEAN HIGH TIDE LINE: Any representation by Broker, Seller or any published remarks (advertising, Multiple Listing Service, internet, etc.) of the mean high tide line or beach frontage shall be considered approximations or estimates only. Los Angeles or Ventura County Tax Assessor maps often reference outdated beach frontages. Since the mean high tide line is a constantly changing point, only a current survey by a licensed surveyor can determine the beach frontage/mean high tide line. Location of said frontage may affect the overall parcel square footage, and may differ from any amount represented on the Tax Assessor's maps.

GRADING AND SIGNIFICANT RIDGELINE ORDINANCE: (Amendment to Santa Monica Mountains North Area Community Standards District) Los Angeles County has adopted a Grading and Ridgeline Ordinance which will have significant impacts on the ability to develop properties in the North Area Plan (that area northerly of the Coastal Zone boundary, past the Ventura (101) Freeway). Buyer is advised to consult the appropriate agency, land-use attorney, and/or planning consultant.

SANTA MONICA MOUNTAINS NATIONAL RECREATION AREA/PARKS: The Santa Monica Mountains National Recreation Area ("SMMNRA") has designations for all properties within its boundaries (fee acquisition, easement, cooperative planning, etc.). Properties in close proximity to the SMMNRA may have restrictions placed on them that could affect the Buyer's future development of the Property. Many species of native plants and trees, wildlife, wildlife corridors, creeks and streams are protected from disruption under municipal, state, and federal law. Additionally, the City of Malibu has proposed a map designating desired parkland acquisitions. The State of California, Los Angeles County, Ventura County, The Mountains Restoration Trust, Santa Monica Mountains Conservancy, Mountains Recreation and Conservation Authority, Nature Trust of the Santa Monica Mountains, also have interest in future parklands and trails. Buyer is advised to check with the appropriate public agencies to determine the impact on the Property, if any.

PRIVATE WASTE DISPOSAL SYSTEM: Buyer and Seller are aware that the Property may be serviced by a private waste disposal system (the "System") consisting of a septic tank, cesspool, seepage pits, distribution box, leach field/trenches, leach lines or a combination of such mechanisms. No representation or warranty is made by Seller or Broker concerning the condition, operability, size or capacity of the System, nor whether the System is adequate for use by the intended occupants of the Property. Buyer is aware that a change in the number of occupants or in the quantity, composition or methods of depositing waste may affect the efficiency of the System. In addition, the amount of rainfall may also affect the efficiency of the System. Therefore, Buyer should obtain an independent evaluation of the System by a qualified sanitation professional as a part of Buyer's inspection/contingency period. Buyer should verify with the Septic Inspector if septic report includes the tank only, or other additional components of the septic system such as pit(s) and leach field(s), leach trenches, etc. In some cases, Buyer's lender may require a System inspection. Other System related costs may arise, including but not limited to, locating, pumping, or providing outlets to the ground level. **BUYER AND SELLER ARE AWARE THAT ALL OF THESE COSTS ARE NEGOTIABLE BETWEEN BUYER AND SELLER.** Broker is unable to advise Buyer or Seller regarding System-related issues or associated costs, which may be significant. Many factors, including but not limited to natural forces, age, deterioration of materials and the load imposed on the System can cause the System to fail at any time. In the event an existing septic system fails in the future, the System may be required to be upgraded to current health department standards. This could result in additional permits, geological/soils reports, design, and installation costs; especially for beachfront properties. **Inspection & Operating Permit Program; Point of Sale (Sanitation/Health Department):** On March 10, 2008, the City of Malibu adopted Ordinance No. 321, which is a Comprehensive Onsite Wastewater Treatment System ("OWTS") Inspection and Operating Permit Program. The purpose of the Ordinance is to establish consistent requirements for assuring appropriate operation and maintenance of OWTS. Any person owning real property served by OWTS shall be responsible for (a) obtaining all required inspections and permits, (b) ensuring the continued maintenance and proper functioning of the OWTS, and (c) ensuring any necessary repairs, modifications or upgrades to the OWTS are completed in a timely manner and made fully operational.

Malibu/Topanga Disclosure Addendum, Rev. 09/22/15, continued

Operating permits will be required for a permit to repair, alter, modify, replace, renovate or relocate existing OWTS, as well as for any development permit. The issuance of an operating permit by the City of Malibu may include but is not limited to: payment of fees, inspection fees, repair/replacement costs, maintenance fees, and the execution of an enforceable agreement by and between the property owner (buyer and/or seller) and the City of Malibu. Additionally, there is a provision that prior to any purchase or change of ownership (unless there is a valid, unexpired operating permit) wherein an inspection of the OWTS reveals a need for any repair, modification, upgrade or replacement, the property owner may proceed in accordance with the POINT OF SALE OWTS Inspection and Permitting Procedure, which has a binding "Compliance Agreement" component. Upon any purchase or transfer, the purchaser/transferee has 30 days to file a "Notice of Change in Ownership for Operating Permit". Depending on the allowed use of the property (zoning) and the type of OWTS in use, there are different time periods for which the operating permit is valid, after which there are renewal requirements. Currently, Conventional Residential Operating Permits are valid for 5 years, existing Residential Advanced/Alternative OWTS are valid for 3 years, and Commercial Operating Permits are valid for 2 years.

All inspections must be conducted by a City-approved OWTS inspector. The City of Malibu maintains a current list of said inspectors. To obtain a copy of Ordinance No. 321, you may visit the City of Malibu online at www.ci.malibu.ca.us and enter Ordinance No. 321 in the search window, or go to the City of Malibu Environmental Health Office located at 23825 Stuart Ranch Road, Malibu, CA 90265. There are many other aspects of the implementation of Ordinance 321, and broker(s) strongly recommend that Buyer and Seller consult with the appropriate professionals and the City of Malibu Environmental Health Department.

Additionally, all properties being newly developed, repaired, or remodeled may require the installation of advanced/alternative OWTS which would result in significant additional costs as well as require a Coastal Development Permit. Buyer is advised to contact the City of Malibu for further information. By signing the herein disclosure, the Buyer(s) and Seller(s) agree that the Broker(s) shall have no further responsibility or liability regarding compliance with Ordinance No. 321.

SEWERS/WASTEWATER TREATMENT FACILITY(IES) - WATER QUALITY CONTROL BOARD: On November 5, 2009, the California Regional Water Quality Control Board, Los Angeles Region, passed Resolution No. R4-2009-007, which is an amendment to the Water Quality Control Plan for the Coastal Watersheds of Ventura and Los Angeles Counties (hereafter "Basin Plan") to prohibit on-site wastewater disposal systems ("OWDS's") in the Malibu Civic Center area. This area is defined as lower Winter Canyon watershed, Malibu Valley watershed, and adjacent coastal strips between and including Amarillo Beach and Surfrider Beach. (See attached Map) The designated areas include residential, vacant, condominium and commercial properties.

The Basin Plan prohibits (i) any new OWDS's, (ii) all wastewater discharges in commercial areas from existing systems on November 5, 2015, and (iii) all wastewater discharges in residential areas from existing systems on November 4, 2019. The prohibition does allow for repairs, maintenance, and upgrades to existing OWDS's prior to November 5, 2015 (commercial) and November 4, 2019 (residential).

This resolution was approved on September 21, 2010 by the State Water Resources Control Board, which amended the "Basin Plan". The Amendment of the Plan went into effect on December 23, 2010. There could be fines for non-compliance as well as future monthly/annual assessments to finance construction and maintenance of a centralized (or other) wastewater treatment facility(ies). These amounts could be significant.

Buyer is advised to determine if the property in question is located within the Basin Plan and evaluate any potential developmental restrictions and projected financial impact. Clarifications are available at the City of Malibu or the Los Angeles County Regional Water Quality Control Board.

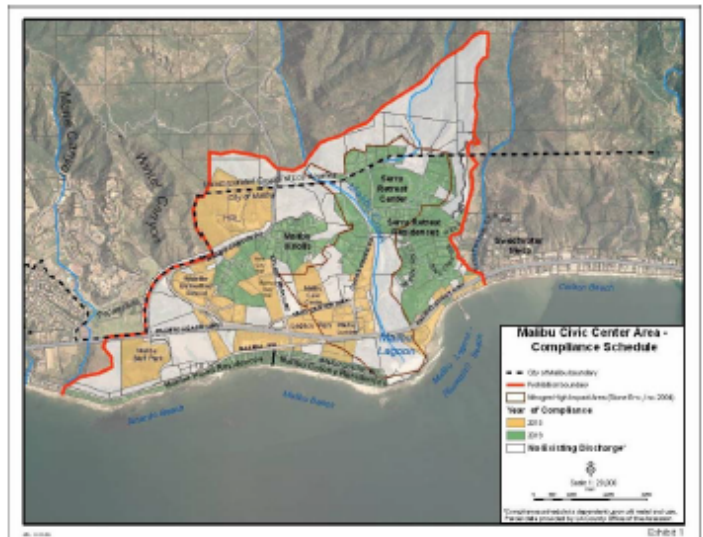
To view the map more legibly please go to the website link (scroll to page 9):

[http://www.waterboards.ca.gov/losangeles/press_room/announcements/Public-Hearings-Malibu/Malibu_Final_Resolution_Docs/3.%20RESOLUTION.pdf](http://www.waterboards.ca.gov/losangeles/press_room/announcements/Public-Hearings/Malibu/Malibu_Final_Resolution_Docs/3.%20RESOLUTION.pdf)

Buyer & Seller acknowledge receipt of a copy of this page 3 of 6 pages

Buyer's Initials () () Seller's Initials () ()

Rev. 09/22/15



Malibu/Topanga Disclosure Addendum, Rev. 09/22/15, continued

ASSESSMENTS/LIENS: Buyer is advised that the Property may be subject to the levy or imposition of a number of annual assessments that may exist or are proposed for the Malibu area. To the extent that these assessments are levied or imposed upon the Property, the Buyer's cost to own the property may be significantly increased. The assessments may be imposed by a number of organizations or pursuant to a number of laws or ordinances, including, but not limited to, homeowners' organizations, CC&R's, Flood Control, Water Table Lowering, Fire Prevention, Undergrounding of Utilities, Sewers (municipal/county-maintained), Private Roads, Private Development Agreements, Special Landslide Assessment Districts, Geological Hazard Abatement Districts, sand replenishment, etc. Certain fees or assessments, may or may not be delineated on the preliminary title report or tax bill. For further information, Buyer is advised to contact the City of Malibu, the planning departments of either Los Angeles County or Ventura County, the appropriate Homeowner's Association or City/County assessment or Bond District. Unless stated to the contrary in the Purchase Agreement, Buyer will be solely responsible for the payment of any and all assessments, charges, fees and expenses, including the installment payments on any of the foregoing, which are due following the close of escrow.

SCHOOLS: There is no assurance that the school(s) in the closest proximity to the Property are open for enrollment to Buyer's children, or that the Property is served by a particular school or school district. As a result of various factors, including but not limited to class-size reductions and "open-enrollment" policies, the school(s) actually serving the Property might not be determined until the time of enrollment. Buyer is advised to contact local school(s) for more information and district maps.

MALIBU SCHOOLS: Some Malibu Schools (Juan Cabrillo Elementary, Malibu Middle School, and Malibu High School) have been determined to contain Polychlorinated biphenyl ("PCB"), a known carcinogen, in caulking and other building materials. Environmental assessments are ongoing. Buyer is encouraged to investigate and determine whether he considers the use of said materials a potential health hazard prior to close of escrow.

For further information various websites may be consulted including <http://www.smmusd.org/PublicNotices/Malibu.html>

TRANSIENT OCCUPANCY TAX: In the event the Buyer leases the subject property on a short-term rental basis (30 days or less), Buyer is aware that pursuant to Malibu Municipal Code Section 3.24 and effective July 1, 2009, the City of Malibu has enacted the collection of Transient Occupancy Tax ("TOT") on all residential structures (homes, condominiums, apartments, guest houses, etc.). The City of Malibu will impose a twelve percent (12%) tax on the rental amount. All property owners/landlords of short-term rentals will be required to register with the City and pay a one-time \$25.00 registration fee. It is the responsibility of the property owner and not the real estate company or broker to obtain the registration and remittance forms and to pay the required tax.

To obtain a complete list of structures qualifying for the TOT, registration packet and information on how to collect and remit the TOT, visit the City's website at www.ci.malibu.ca.us, or contact the Finance Department at (310) 456-2489, ext. 335 for more information.

BRUSH CLEARANCE: Property owners are responsible for keeping the brush on their property cleared in accordance with Fire Department regulations. If the property owner does not clear the brush prior to the deadline (usually between April and June) the Los Angeles County Weed Abatement department or Ventura County Fire Department Fire Hazard Reduction department will clear it after the deadline, seek repayment of the costs from the property owner and possibly impose a lien on the Property to secure repayment. If the property is owned by the Seller, after it is cleared by either of the foregoing departments, the Seller will be held responsible for paying the Weed Abatement lien. Buyers and Sellers should ascertain lien status prior to close of escrow.

NATURAL AND HAZARDOUS CONDITIONS: Buyer and Seller are aware that Malibu and Topanga are rural areas characterized by certain natural hazards and conditions including, but not limited to fires, flooding, severe winds, landslides, mudslides, high wave action on the beach, tsunamis, road closures, wildlife and farm animals/livestock, earthquakes, and sea air, which can have corrosive and potentially dangerous effects on some structural components.

VIEW RESTORATION ORDINANCE: On March 12, 2012, the Malibu City Council adopted the View Restoration Ordinance (No. 378), which allows preservation of primary views as they existed on February 13, 2012, or a date thereafter. A copy of the ordinance is available online at <http://www.malibucity.org> on the Planning Department page. Buyer is encouraged to review any potential impacts.

DEVELOPMENTAL DISCREPANCIES: Permitted or allowable square footage, septic location, bedroom/bathroom count, etc., as determined by the CCC or county or city may not be accurate or conform with each other and may differ from actual constructed or existing improvements. Buyer should investigate these possible discrepancies and determine their effect on allowable remodeling or reconstruction, as well as any impact on obtaining loans. Broker is not responsible in any way for representations regarding the accuracy of any documented or undocumented representations relating to permitted, allowable, or constructed improvements. Buyer is encouraged to review all files relative to permits of the subject property at the appropriate City, County, or State agency during Buyer's investigative/contingency period; said files may also not be complete as files have been misplaced over the years.

UNCONDITIONAL CERTIFICATES OF COMPLIANCE/VACANT LAND: Unconditional-Certificates of Compliance ("U-CofC") are necessary in order to verify that a parcel was created legally. U-CofC's are also required in obtaining permits. Buyer and Sellers should check the legal status of vacant land, and the cost and the time it will take for receipt of a U-CofC with the appropriate jurisdictional agency. Broker further recommends that Buyer consult a land-use attorney and/or planning consultant.

Buyer & Seller acknowledge receipt of a copy of this page 4 of 6 pages. Buyer's Initials () () Seller's Initials () () Rev. 09/22/15

Malibu/Topanga Disclosure Addendum, Rev. 09/22/15, continued

The issuance of a Conditional Certificate of Compliance ("CCofC") (where conditions may or may not have been satisfied or removed) may require a coastal permit to legalize the property.

RESIDENTIAL CARE FACILITIES: Under certain circumstances, local, state and federal laws permit residential care facilities which serve six (6) or fewer persons. For information on such facilities, contact the State Department of Social Services, the Department of Health Care Services, the California Department of Public Health, or the City of Malibu.

HORSE/EQUESTRIAN/LIVESTOCK: Certain governmental agencies (city, county, coastal) may require specific permits which may establish certain limitations or mitigations relative to equestrian use such as numbers allowed (if any) setbacks from oaks or other trees or from riparian habitat, etc. Buyer is advised to check with the appropriate agency, land-use attorney, and/or planning consultant.

TRAILS/CAMPSITES: Trail easements and improvements to existing trails on private land may be included as a condition of development approval. Buyer is hereby advised to check the "Parkland and Trails System Map" of the Local Coastal Program of the City of Malibu for the potential impact of said trails, as well as the Los Angeles County Trails Plan. The State of California has proposed several overnight campsites in the City of Malibu and adjacent Los Angeles County. Buyer is advised to check with the State of California, Los Angeles County, or the City of Malibu as to the location and potential impact of proposed sites.

MULTI-PANED WINDOWS: Buyer is hereby made aware that Broker and Seller make no representations as to the condition or warranty of any existing windows that may be or at a later date become defective (fog up). Buyer to investigate and satisfy himself/herself during the investigative contingency period as to the condition or warranty of any multi-paned windows.

SEISMIC GAS SHUT-OFF VALVE ORDINANCE: On November 8, 2010 (Effective December 8, 2010) the Malibu City Council adopted Ordinance No. 353 requiring that seismic gas shut-off valves be installed on designated buildings within the City on or after January 1, 2011. Upon the change of ownership, on all new buildings or structures, and on all additions or alterations valued at more than \$10,000, these safety devices must be installed if not in place. Buyer and Seller are hereby made aware of said Ordinance 353 and that the cost of installation is negotiable. A permit is required.

MOLD AND FUNGUS: Buyer and Seller are aware that residential, apartment, condominium and single-family residences in Malibu/Topanga, along with other communities in Southern California, may contain various forms of mold and fungus that may not be visible to the naked eye, which may adversely affect the Property and the health of some individuals. Seller shall disclose to Buyer, in writing, all known facts including water-related leakage and/or damage, which relate to the existence and presence of any mold, decay, mildew, fungus, dry rot or truffle at the Property that is the subject of this transaction. Seller shall disclose to Buyer such facts if Seller has actual knowledge of same, whether or not Seller is asked about such facts by Buyer, any broker, or any agent representing either the Buyer or Seller in this transaction, or when completing any form. The duty to disclose such known facts shall apply even if the Buyer has agreed to purchase the subject real property in its present condition, without making any physical or visual inspections or even in the event Seller is not required to make any repairs to such Property. Buyer will evaluate Chapter VI (6) of the Environmental Hazards Booklet. It is the Buyer's responsibility and option to determine the actual presence and extent of any mold by conducting his own due diligence/investigations, using qualified experts during the inspection/contingency period. Real Estate Brokers are not qualified to inspect property for mold or make recommendations or determinations concerning possible treatment of mold or its health or safety issues. Buyer and Seller hereby agree to hold Real Estate Brokers harmless from any liability, recourse, damages (financial or otherwise) that Buyer and Seller may incur as a result of the presence of mold in, on, or around the property.

The following phone numbers/websites are provided to assist the Buyer and Seller, but are not intended to represent all possible or necessary contact numbers needed by Buyer or Seller:

<u>City of Malibu</u>	(310) 456-2489
<u>Los Angeles County Department of Regional Planning</u>	(213) 974-6411
<u>Ventura County Planning Department</u>	(805) 654-2488
<u>Los Angeles County Regional Water Quality Control Board (www.swrcb.ca.gov/rwqcb4/)</u>	(213) 576-6600
<u>Santa Monica Mountains National Recreation Area (www.nps.gov/SAMO/index.html)</u>	(805) 370-2301
<u>California Coastal Commission</u>	(805) 585-1800
<u>Los Angeles County Department of Building & Safety</u>	(818) 880-4150
<u>Ventura County Department of Building & Safety</u>	(805) 654-2771
<u>State Lands Commission</u>	(916) 574-1900
<u>Mountains Restoration Trust</u>	(818) 591-1701
<u>California Geological Survey</u>	(213) 239-0878
<u>Comprehensive Loss Underwriting Exchange (CLUE)</u>	(800) 869-0751
<u>http://www.lexisnexis.com/risk/solutions/clue-home-seller.aspx</u>	
<u>Los Angeles County Weed Abatement Department</u>	(626) 575-5484
<u>Ventura County Fire Department Hazard Reduction Department</u>	(805) 389-9759
<u>State Department of Social Services</u>	(916) 324-4031
<u>California State Department of Health Services - Recognized under two divisions:</u>	
1) The Department of Health Care Services	(916) 455-4171
2) The California Department of Public Health	(916) 558-1784
<u>Los Angeles County Tax Assessor</u>	(213) 974-3221
<u>Ventura County Tax Assessor</u>	(805) 654-2181
<u>Toll Free S. CA only:</u>	(888) 807-2111

Buyer & Seller acknowledge receipt of a copy of this page 5 of 6 pages. Buyer's Initials () () Seller's Initials () () Rev. 09/22/15

Malibu/Topanga Disclosure Addendum, Rev. 09/22/15, continued

BUYER IS SPECIFICALLY ADVISED TO COMPLETELY INVESTIGATE AND EVALUATE EACH AND ALL OF THE MATTERS DESCRIBED IN THE FOREGOING DISCLOSURES, DURING THE INSPECTION/CONTINGENCY TIME PERIODS PROVIDED FOR IN THE PURCHASE CONTRACT. SELLER IS SPECIFICALLY ADVISED TO MAKE ANY AND ALL DISCLOSURES WHICH ARE REFERENCED IN THE FOREGOING. THE UNDERSIGNED BUYER(S) AND SELLER(S) ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE IMPLICATIONS OF THE INFORMATION PROVIDED AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS ADDENDUM. NEITHER BROKER NOR THE MALIBU ASSOCIATION OF REALTORS® ("ASSOCIATION") HAS ANY LIABILITY OR RESPONSIBILITY WITH RESPECT TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN AND NEITHER THE BROKER NOR THE ASSOCIATION GUARANTEES, WARRANTS OR REPRESENTS THAT THE MATTERS CONTAINED HEREIN ARE TRUE, ACCURATE OR CORRECT. THIS MALIBU/TOPANGA DISCLOSURE ADDENDUM IS PROVIDED MERELY FOR THE CONVENIENCE OF SELLER AND BUYER. BUYER IS SOLELY RESPONSIBLE TO MAKE ALL INSPECTIONS AND EXAMINATIONS DESIRED BY BUYER. BUYER SHALL AND HEREBY DOES ASSUME THE FULL RISK OF ANY LOSS OR DAMAGE OCCASIONED BY ANY FACT, CIRCUMSTANCE, CONDITION OR DEFECT PERTAINING TO THE PHYSICAL OR LEGAL CONDITION OF THE PROPERTY AND SHALL SATISFY HIMSELF WITH RESPECT TO ALL APPLICABLE LAWS, STATUTES, REGULATIONS AND REQUIREMENTS OF ALL GOVERNMENTAL BODIES AND AGENCIES CONCERNING THE SALE, USE, DEVELOPMENT, OPERATION, DESIRABILITY, VALUE OR SUITABILITY OF THE PROPERTY.

Buyer and Seller are encouraged to review the Statewide Buyer and Seller Advisory (CAR Form SBSA).

Buyer: <u>DocuSigned by:</u>  04/06/2021 E70E9A72DE7C467 MJ BASSETT	Buyer: <u>DocuSigned by:</u>  04/06/2021 9C7793B2A0454EE KAREN BASSETT	DATE: _____
Seller: _____ DAVID KEARNEY	Seller: _____	DATE: _____
OFFICE: <u>COMPASS</u>	Agent: <u>DocuSigned by:</u>  04/06/2021 2515852B9B5041C WILKE MARTIN ITZIN	DATE: _____
OFFICE: <u>Pritchett-Rapf & Assoc.</u>	Agent: _____ CHRYSSA LIGHTEART/WILLIAM BOWLING	DATE: _____

Buyer & Seller acknowledge receipt of a copy of this page 6 of 6 pages. Rev. 09/22/15

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B

DECLARATION OF LINDA LEE

1. I am the Managing Attorney of the Immigration Law Office of Los Angeles, PC (ILOLA). I am a member of the State Bar of Michigan and the State Bar of Washington. ILOLA is based in California, and we limit our practice strictly to U.S. immigration law, which the Departments of Homeland Security and Justice authorize us to practice anywhere in the country.
2. Our office represents Michael Julien Bassett ("MJ Bassett"). We filed her application for Adjustment of Status on November 23, 2020, based upon an approved EB-1 Alien of Extraordinary Ability immigrant visa petition.
3. On March 25, 2021, our office contacted USCIS and spoke to an officer to request an Expedited Advance Parole so that she can travel to Toronto, Canada between June and July 2021 to direct episode 108 of the Reacher Series which was released on Amazon Prime in 2022. (See Exhibit 1)
4. On March 30, 2021, USCIS requested evidence for the Expedited Advance Parole by email and we immediately responded to the fax number. (See Exhibit 2)
5. On March 31, 2021, the Request for the Expedited Advance Parole was approved valid for the period from March 31, 2021, through March 30, 2022. (See Exhibit 3)
6. On February 4, 2022, I contacted USCIS and talked to an officer to request Expedited Advance Parole so that MJ Bassett may travel to Bulgaria and Greece on or about March 28, 2022, to direct a major feature film "Red Sonja" for Millenium Media as her current Advance Parole will expire on March 30, 2022. On February 7, 2022, I talked to a USCIS Supervisor officer who referred the case to the National Benefits Center and advised me to wait for an email requesting additional information. (See Exhibit 4)
7. I contacted USCIS again on February 15, 2022, and on February 17, 2022, as I had not received an email from USCIS. On February 18, 2022, I received an email from USCIS requesting evidence for the Expedited Advance Parole and I immediately responded to the fax number. (See Exhibit 5)
8. On March 4, 2022, I contacted USCIS and talked to a USCIS officer regarding the request for the Expedited Advance Parole and was informed that due to worldwide events regarding the Ukrainian crisis to expect delays and to call back on March 8, 2022, for any updates.
9. On March 7, 2022, I reached out to Congressman Ted Lieu's Office for assistance. (See Exhibit 6)
10. On March 8, 2022, I talked to a USCIS officer who reiterated that the delays are due to the Ukrainian Crisis. He advised to continue to wait and expect it to be approved but could not give a time frame as to when the expedited advance parole would be approved. I also called Congressman Lieu's office and left a message. Thereafter, I informed MJ Bassett and the President of Millenium Media Jeffrey Greenstein (See Exhibit 7)

11. On March 17, 2022, I talked to an officer to request an Emergency Advance Parole while waiting for the Expedited Advance Parole. A USCIS supervisor called back on March 18, 2022, to inform us that a request would be made to the USCIS Los Angeles District Office to request an appointment for an Emergency Advance Parole valid for 30days. On March 21, 2022, a USCIS officer from the local office scheduled MJ Bassett for an appointment on March 23, 2022, for an Emergency Parole which was issued and will expire on April 22, 2022. (See Exhibit 8)

I declare under penalty of perjury that the foregoing is true and correct. Executed on April 8, 2022.

Linda Lee





Winston Lee <winston@immigrationhelpLA.com>

Your recent inquiry (receipt #MSC-21-906-56490)

1 message

USCIS <USCIS-CaseStatus@dhs.gov>
To: winston@immigrationhelpLA.com

Tue, Mar 30, 2021 at 12:00 PM

U.S. Department of Homeland Security
USCIS National Benefits Center
P.O. Box 648005
Lee's Summit, MO 64002

U.S. Citizenship and Immigration Services
Tuesday, March 30, 2021

Emailed to winston@immigrationhelpLA.com

Dear Michael Julian Bassett:

On 03/25/2021, you or the designated representative shown below, contacted us about your case. Some of the key information given to us at that time was the following:

Person who contacted us:

-- Lee, Winston

Caller indicated they are:

-- Attorney or Authorized Representative

Attorney Name:

-- LEE, WINSTON

Case type:

-- I131

Filing date:

-- 11/23/2020

Receipt #:

-- MSC-21-906-56490

Referral ID:

T1S0842101618MSC

Beneficiary (if you filed for someone else):

-- Information not available

Your USCIS Account Number (A-number):

-- 219727936

Type of service requested:

-- Expedite

The status of this service request is:

All expedite requests are reviewed on a case-by-case basis, and must demonstrate that one or more of the expedite criteria have been met. The criteria are:

91

- Severe financial loss to a company or person, provided that the need for urgent action is not the result of the petitioners or applicants failure to:

1. File the benefit request or the expedite request in a reasonable time frame, or

2. Respond to any requests for additional evidence in a reasonably timely manner;

- Urgent humanitarian reasons;
- Compelling U.S. government interests (such as urgent cases for the Department of Defense or DHS, or other public safety or national security interests); or
- Clear USCIS error.

Upon receipt of your request for expeditious handling, your case was reviewed and a determination was made that we need additional information to make a decision regarding your request. Please fax proof that your case meets one or more of the expedite criteria to the following number: 816-251-2290, Attn: LA0385, Div5 Tm3. All foreign language documents must be accompanied by a full English translation. Please include this notice with your fax.

Our review indicates that this case is within our current processing time. To check our current case processing times, please visit our website at <https://egov.uscis.gov/processing-times>. If you do not receive a decision or notice of other action within our current processing time, please check our online services or call the USCIS Contact Center at the number provided below.

Address Changes

If you move, please provide us with an updated address. For more information about address changes, please visit our Web site at www.uscis.gov/ar-11, and click on "Change Your Address Online."

For questions about your application, you can use our many online tools (uscis.gov/tools) including our virtual assistant, Emma. If you are not able to find the information you need online, you can reach out to the USCIS Contact Center by visiting uscis.gov/contactcenter.



Immigration Law Office of Los Angeles, P.C.

March 30, 2021

Via Facsimile: 816-251-2290

Attn: LA0385

Div5 Tm3

Re: **Request for Expedite of the Advance parole**
Case Number: **MSC-21-906-56490**
Case Type: **I-131**
A Number: **219727936**
Referral ID: **T1S0842101618MSC**

Dear Officer:

We are hereby requesting emergency advance parole for Michael Julian BASSETT (hereinafter "MJ BASSETT") so that she can go to Toronto to direct episode 108 of the Reacher Series in June – July, 2021.

MJ BASSETT is a renowned Hollywood director who has been hired to direct episode 108 of the Reacher series ("Series") in Toronto for June – July 2021 by her employer Skydance Media ("Skydance"). MJ BASSETT urgently needs the advance parole in order to go to Toronto to direct the shooting of episode 108, which is under a tight deadline.

Skydance is a diversified media company that creates high-quality content and film production for Hollywood and for television. It is one of the most reputable production companies in Hollywood having developed blockbuster hits such as *Mission Impossible – Ghost Protocol* and *Mission: Impossible – Fallout* – both starring Tom Cruise. Some of its other blockbuster movies include *G.I. Joe: Retaliation*, *World War Z* (which starred Brad Pitt), and *Star Trek Into Darkness*. Skydance television series include: *Grace and Frankie* on Netflix, *Altered Carbon* on Netflix and *Jack Ryan* on Amazon.

Skydance is producing the "Reacher" television series as a co-production between Skydance Television, Paramount Television and Amazon Studios for exhibition on the Amazon Prime Video platform. Skydance has hired MJ BASSETT to direct episode 108 of the "Reacher" series. Because of extreme Covid restrictions, Skydance must know of her availability by April 2, 2021 in order to proceed with the production schedule. For directing services on episode 108, MJ BASSETT will be guaranteed 7 prep + 8 shoot and applicable DGA scale daily rate for all additional days. The total amount MJ BASSETT will earn for such services will exceed \$48,318 plus pension, health and welfare thereon.

Not receiving advance parole on time will cause severe financial loss to the company and to MJ BASSETT. MJ BASSETT will be out of at least \$48,318 in compensation. In addition, the company will be scrambling to try to secure an elite Hollywood director, which may or may

Immigration Law Office of Los Angeles, P.C. | winston@immigrationhelppla.com | www.immigrationhelppla.com

Toll-free : (800) 792-9889 | Text : (213) 375-4084 | Fax : (800) 628-5605

3415 S Sepulveda Blvd. Suite 570, Los Angeles, CA 90034



Immigration Law Office of Los Angeles, P.C.

not be possible. Delay in production could result in severe financial loss to the company, wreak havoc on carefully-laid out shooting schedule (see page 5 of attachment which lays out the film shooting schedule), potentially cause breach of contract if the shooting is not done on time and could ultimately result in quality and output which may prove to be unacceptable to Amazon Prime Video.

Therefore, the employer urgently needs the services of a MJ BASSETT in Toronto to direct episode 108 of the Reacher series. We would greatly appreciate if you can please issue an emergency advance parole for MJ BASSETT.

In support of this petition, please find attached:

1. Copy of USCIS email dated March 30, 2021 (page 3 – 4).
2. Letter from the employer Skydance Media (page 5 – 6).

Thank you for your attention and assistance with this petition. Your prompt approval is greatly appreciated.

Very truly yours,

A handwritten signature in black ink, appearing to read "Winston W. Lee".

Winston W. Lee, Esq.



Winston Lee <winston@immigrationhelpa.com>

Your recent inquiry (receipt #MSC-21-906-56490)

1 message

USCIS <USCIS-CaseStatus@dhs.gov>

Tue, Mar 30, 2021 at 12:00 PM

To: winston@immigrationhelpa.com

U.S. Department of Homeland Security
USCIS National Benefits Center
P.O. Box 648005
Lee's Summit, MO 64002

U.S. Citizenship and Immigration Services
Tuesday, March 30, 2021

Emailed to winston@immigrationhelpLA.com

Dear Michael Julian Bassett:

On 03/25/2021, you or the designated representative shown below, contacted us about your case. Some of the key information given to us at that time was the following:

Person who contacted us:

-- Lee, Winston

Caller indicated they are:

-- Attorney or Authorized Representative

Attorney Name:

-- LEE, WINSTON

Case type:

-- I131

Filing date:

-- 11/23/2020

Receipt #:

-- MSC-21-906-56490

Referral ID:

T1S0842101618MSC

Beneficiary (if you filed for someone else):

-- Information not available

Your USCIS Account Number (A-number):

-- 219727936

Type of service requested:

-- Expedite

The status of this service request is:

All expedite requests are reviewed on a case-by-case basis, and must demonstrate that one or more of the expedite criteria have been met. The criteria are:

- Severe financial loss to a company or person, provided that the need for urgent action is not the result of the petitioners or applicants failure to:

1. File the benefit request or the expedite request in a reasonable time frame, or

2. Respond to any requests for additional evidence in a reasonably timely manner;

- Urgent humanitarian reasons;
- Compelling U.S. government interests (such as urgent cases for the Department of Defense or DHS, or other public safety or national security interests); or
- Clear USCIS error.

Upon receipt of your request for expeditious handling, your case was reviewed and a determination was made that we need additional information to make a decision regarding your request. Please fax proof that your case meets one or more of the expedite criteria to the following number: 816-251-2290, Attn: LA0385, Div5 Tm3. All foreign language documents must be accompanied by a full English translation. Please include this notice with your fax.

Our review indicates that this case is within our current processing time. To check our current case processing times, please visit our website at <https://egov.uscis.gov/processing-times>. If you do not receive a decision or notice of other action within our current processing time, please check our online services or call the USCIS Contact Center at the number provided below.

Address Changes

If you move, please provide us with an updated address. For more information about address changes, please visit our Web site at www.uscis.gov/ar-11, and click on "Change Your Address Online."

For questions about your application, you can use our many online tools (uscis.gov/tools) including our virtual assistant, Emma. If you are not able to find the information you need online, you can reach out to the USCIS Contact Center by visiting uscis.gov/contactcenter.



S K Y D A N C E

March 25, 2021

VIA MAIL

USCIS
National Benefits Center
P.O. BOX 648003
Lee's Summit, Missouri 64002

RE: MJ Bassett – "Reacher" ("Series")

Dear USCIS Officer,

Skydance Media ("Skydance") is a diversified media company that creates high-quality content and engaging experiences for a global audience in live-action features, television, animation, interactive and new media. Skydance films include: *Mission: Impossible – Ghost Protocol* and *Mission: Impossible – Fallout* – both starring Tom Cruise, *Jack Reacher* - starring Tom Cruise, *G.I. Joe: Retaliation*, *World War Z* - starring Brad Pitt and *Star Trek Into Darkness*. Skydance Television series include: *Grace and Frankie* on Netflix, *Altered Carbon* on Netflix and *Jack Ryan* on Amazon.

We plan to produce the television series currently "**Reacher**" ("Series") as a co-prroduction between Skydance Television, Paramount Television and Amazon Studios for exhibition on the Amazon Prime Video platform and request the services of MJ Bassett to direct episode 108 of the Series in Toronto during June - July 2021. We must know her availability by **April 2, 2021** in order to proceed with the production schedule.

Given the extreme Covid restrictions, tentative schedule for episode 108 is as follows:


- On or about June 25, 2021 - Travel to Toronto
- On or about June 25, 2021 - Quarantine Begins
- On or about July 8, 2021 - Quarantine Ends (14 Days)
- On or about July 9, 2021 - 108 First Day of Prep
- On or about July 19, 2021 - 108 Last Day of Prep (7 Days of Prep)
- On or about July 20, 2021 - 108 First Day of Shooting
- On or about July 30, 2021 - 108 Last Day of Shooting (9 Days)
- On or about July 31, 2021 - Travel Home

For directing services on episode 108, MJ will be paid applicable DGA scale rate for a guaranteed 7 prep + 8 shoot and applicable DGA scale daily rate for all additional days. The total amount MJ will earn for such services will exceed \$48,318 plus pension, health and welfare thereon.

Given the fact that production on episode 108 is scheduled to commence on or about June 2021, it is of the utmost urgency that the MJ Bassett be granted an advance parole on an expedited basis so that MJ Bassett may travel to Toronto to direct episode 108 of the Series.

Inasmuch as the failure to expedite the grant of advance parole to MJ Bassett is likely to result in severe financial losses to MJ Bassett and Skydance, it is respectfully requested that the USCIS exercise its discretion to expedite this advance parole request so that Advance Parole may be issued as soon as possible.

Very truly yours,

DocuSigned by:

5A34143B3C8C4D1...

Jeff Hegedus, EVP Business & Legal Affairs

THIS NOTICE DOES NOT GRANT ANY IMMIGRATION STATUS OR BENEFIT.

Receipt Number MSC2190656490	USCIS Online Account Number	Case Type I131 - APPLICATION FOR TRAVEL DOCUMENT
Received Date 11/23/2020	Priority Date	Applicant A219 727 936 MICHAEL JULIAN BASSETT
Notice Date 03/31/2021	Page 1 of 1	

MICHAEL JULIAN BASSETT
c/o WINSTON WON HO LEE
IMMIGRATION LAW OFFICE OF LOS
3415 S. SEPULVEDA BLVD. STE 570
LOS ANGELES CA 90034

Notice Type: Approval Notice
Valid from 03/31/2021 to 03/30/2022

We have mailed an official notice about this case (and any relevant documentation) according to the mailing preferences you chose on Form G-28, Notice of Entry of Appearance as Attorney or Accredited Representative. **This is a courtesy copy, not the official notice.**

What the Official Notice Said

We have approved your application for an Advanced Parole Document. Your travel document will be mailed to you separately and will show the validity of the document and any travel conditions.

How to Use Your Advance Parole Document

You should take your passport and the Advance Parole Document with you when you leave the U.S. You cannot use the Advance Parole Document in place of your passport. When you return to the U.S., present the Advance Parole Document to the U.S. Customs and Border Protection (CBP) officer who inspects you at the port-of-entry.

Before You Leave the United States

Please note the following information:

- Parole into the United States is not guaranteed. In all cases, a CBP officer must still inspect you at a port of entry to determine whether you are eligible to come into the United States according to the terms of this advance parole. Even though USCIS approved your advance parole, CBP may still refuse to parole you into the United States.
- Parole into the United States is not an "admission" into the U.S. If you have a pending Form I-485 and we deny it, you may be subject to removal proceedings for being inadmissible to the U.S.
- Unlawful Presence. If you leave the United States after being unlawfully present in the United States, you may be barred from admission even if you obtained advance parole. If you were unlawfully present in the United States for more than 180 days but less than one year and you leave the U.S. voluntarily before the start of removal proceedings, you are inadmissible for three years; if you were unlawfully present for one year or more, you are inadmissible for ten years.

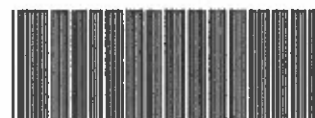
THIS FORM IS NOT A VISA AND MAY NOT BE USED IN PLACE OF A VISA.

NOTICE: Although this application or petition has been approved, USCIS and the U.S. Department of Homeland Security reserve the right to verify this information before and/or after making a decision on your case so we can ensure that you have complied with applicable laws, rules, regulations, and other legal authorities. We may review public information and records, contact others by mail, the internet or phone, conduct site inspections of businesses and residences, or use other methods of verification. We will use the information obtained to determine whether you are eligible for the benefit you seek. If we find any derogatory information, we will follow the law in determining whether to provide you (and the legal representative listed on your Form G-28, if you submitted one) an opportunity to address that information before we make a formal decision on your case or start proceedings.

Please see the additional information on the back. We will notify you separately about any other cases you have filed.

National Benefits Center
U. S. CITIZENSHIP & IMMIGRATION SVC
P.O. Box 648003
Lee's Summit MO 64002

99



USCIS Contact Center: www.uscis.gov/contactcenter



Linda Lee Managing Attorney <lindalee@immigrationhelppla.com>

- Service Item Number: 21521356

1 message

USCIS No Reply <no-reply@uscis.dhs.gov>

Mon, Feb 7, 2022 at 11:01 AM

To: "lindalee@immigrationhelppla.com" <lindalee@immigrationhelppla.com>

C/o LINDA LEE

Dear MICHAEL JULIAN BASSETT,

Thank you for your inquiry dated February 04, 2022.

Regarding your Form I-131, Application for Travel Document:

After careful review of your inquiry, we determined that your issue will be best addressed by the USCIS office processing your case; therefore, we are forwarding your inquiry to the NATIONAL BENEFITS CENTER. The referral ID for this inquiry is WKD0382204287MSC. The NATIONAL BENEFITS CENTER will contact you concerning your case once they have reviewed your inquiry.

If you need more assistance with your USCIS online filing system account, please submit another inquiry to the USCIS Contact Center at <https://my.uscis.gov/account/v1/needhelp> or log into your online account for specific case inquiries and contact us at <https://my.uscis.gov/account/v1/inbox>.

If you move remember to update your address in the USCIS online filing system or contact the USCIS Contact Center at <https://my.uscis.gov/account/v1/needhelp> or log into your online account for specific case inquiries and contact us at <https://my.uscis.gov/account/v1/inbox>. You must also update your address using our online tool at uscis.gov/addresschange.

If you have any other questions, please visit the [USCIS Contact Center](#).

If you haven't done so already, visit myaccount.uscis.gov to sign up for a USCIS online account where you can explore filing online, send us secure messages through your account inbox and get instant updates on the status of your case.

If you move, you must update your address with USCIS within 10 days using our online tool at uscis.gov/addresschange, and in your USCIS Online Account.

This mailbox is not monitored for incoming messages. Please do not reply to this message.

ref:_00DG0hO5S._500t0wwjAR:ref



Immigration Law Office of Los Angeles, P.C.

February 18, 2022

Via Facsimile: 816-251-2290

Attn: LA391

Div5 Tm3

Re: **Request for an Expedited Advance parole**
Case Number: **IOE-09-140-45813**
Case Type: **I-131**
Applicant: **Michael J. Bassett (MJ Bassett)**
A Number: **219727936**
Referral ID: **WKD0382204287 MSC**

Dear Officer:

In response to your email dated February 18, 2022, requesting evidence for the expedited Advance Parole for Michael Julian BASSETT (hereinafter "MJ BASSETT") we respond as follows:

MJ BASSETT is a renowned Hollywood director who has been hired by Millennium Media <http://millennium-media.net/> to direct "Red Sonja" a major upcoming feature film scheduled to start filming on March 28, 2022 in Bulgaria and Greece.

Millennium Media, Inc. is one of the longest-running independent film companies in Hollywood and has established itself as a leader in creating multi-billion dollar box office action franchises and acclaimed films. Millennium is best known for the box office hits **THE EXPENDABLES** franchise, the **FALLEN** franchise, **THE HITMAN'S BODYGUARD** franchise, **MECHANIC RESURRECTION**, and the successful reboot of the Rambo franchise, **RAMBO: LAST BLOOD**. It has also produced the acclaimed independent films, Rod Lurie's **THE OUTPOST**, **TESLA** starring Ethan Hawke, and **BLACKBIRD** starring Susan Sarandon and Kate Winslet. Recently released films include **THE HITMAN'S WIFE'S BODYGUARD**, **TILL DEATH** starring Megan Fox, and Amazon's **JOLT** starring Kate Beckinsale. Upcoming releases include Lionsgate's **THE PROTÉGÉ** starring Maggie Q and horror film **ABYZOU**. **THE ENFORCER** starring Antonio Banderas and Kate Bosworth and **THE PIPER** starring Charlotte Hope and Julian Sands have recently wrapped production. The next major film to start production is "**RED SONJA**".

Not receiving advance parole on time will cause severe financial loss to the Millennium Media which has budgeted \$35,000,000.00 for the film and to MJ BASSETT who will be out of at least \$1,000,000.00 (One Million Dollars) in compensation. Millennium Media must know MJ Bassett's availability by March 1, 2022 to proceed with the production schedule.



Immigration Law Office of Los Angeles, P.C.

In support of this request, please find attached as follows:

1. Letter from the employer Millennium Media;
2. Email from USCIS dated February 18, 2022

Thank you for your attention and assistance with this petition. Your prompt approval is greatly appreciated.

Sincerely,

A handwritten signature in blue ink, appearing to read "Linda Lee".

Linda Lee, Esq.
Managing Attorney



JANUARY 31, 2022

RE: MJ Bassett "Red Sonja" Feature Film - Request For An Expedite Advance

Parole Dear USCIS Officer,

Millennium Films is a film and television production and sales company that creates high-quality content and engaging experiences for a global audience in live-action features and television. Millennium Films feature such titles as: THE EXPENDABLES, JOLT, HITMAN'S WIFE'S BODYGUARD, ANGEL HAS FALLEN, HELLBOY, HITMAN's BODYGUARD among others.

We plan to produce the film "Red Sonja" and have requested the services of MJ Bassett to prepare and direct the film in Bulgaria and Greece from on/about March 28, 2022. We must know her availability by March 1, 2022 in order to proceed with the production schedule.

Given the extreme Covid restrictions, tentative schedule for the film is as follows:

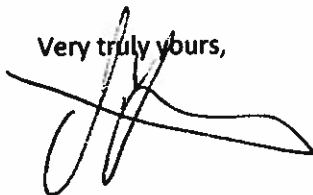
- Travel and start of Prep on/about March 28, 2022
- Principal Photography start on/about June 20, 2022

For directing services on Red Sonja, MJ Bassett will be paid the sum of One Million USD as the film is budgeted at \$35 Million USD.

Given the fact that production on the Film is scheduled to commence on or about March 28, 2022, it is of the utmost urgency that the MJ Bassett be granted an advance parole on an expedited basis so that MJ Bassett may travel to Bulgaria and Greece to direct the Film.

Inasmuch as the failure to expedite the grant of advance parole to MJ Bassett is likely to result in severe financial losses to MJ Bassett and Millenium, it is respectfully requested that the USCIS exercise its discretion to expedite this advance parole request so that Advance Parole may be issued as soon as possible.

Very truly yours,



Jonathan Yunger
Co-President, Millennium Media



Linda Lee Managing Attorney <lindalee@immigrationhelppla.com>

Your recent inquiry (receipt #IOE-09-140-45813)

USCIS <USCIS-CaseStatus@dhs.gov>
To: lindalee@immigrationhelppla.com

Fri, Feb 18, 2022 at 5:07 AM

U.S. Department of Homeland Security
USCIS National Benefits Center
P.O. Box 648005
Lee's Summit, MO 64002

U.S. Citizenship and Immigration Services
Friday, February 18, 2022

Emailed to lindalee@immigrationhelppla.com

Dear Michael Bassett:

On 02/07/2022, you or the designated representative shown below, contacted us about your case. Some of the key information given to us at that time was the following:

Person who contacted us:
-- Lee, Linda

Caller indicated they are:
-- Attorney or Authorized Representative

Attorney Name:
-- LEE, LINDA

Case type:
-- I131

Filing date:
-- 10/29/2021

Receipt #:
-- IOE-09-140-45813

Referral ID:
WKD0382204287MSC
Beneficiary (if you filed for someone else):
-- Information not available

Your USCIS Account Number (A-number):
-- 219727936

Type of service requested:
-- Expedite

The status of this service request is:

All expedite requests are reviewed on a case-by-case basis, and must demonstrate that one or more of the expedite criteria have been met. The criteria are:

Severe financial loss to a company or person, provided that the need for urgent action is not the result of the petitioners or applicants failure to:

1. File the benefit request or the expedite request in a reasonable time frame, or
2. Respond to any requests for additional evidence in a reasonably timely manner;

Urgent humanitarian reasons;

Compelling U.S. government interests (such as urgent cases for the Department of Defense or DHS, or other public safety or national security interests); or

Clear USCIS error.

Upon receipt of your request for expeditious handling, your case was reviewed and a determination was made that we need additional information to make a decision regarding your request. Please fax proof that your case meets one or more of the expedite criteria to the following number: 816-251-2290, Attn: LA391, Div5 Tm3. All foreign language documents must be accompanied by a full English translation. Please include this notice with your fax.

If your receipt number begins with IOE, please consider activating your USCIS online account at <https://myaccount.uscis.gov>. You can use your account to get your current case status and to access every notice we send you. You can also send messages and receive answers through a secure inbox.

Address Changes

If you move, please provide us with an updated address. For more information about address changes, please visit our Web site at www.uscis.gov/ar-11, and click on "Change Your Address Online."

For questions about your application, you can use our many online tools (uscis.gov/tools) including our virtual assistant, Emma. If you are not able to find the information you need online, you can reach out to the USCIS Contact Center by visiting uscis.gov/contactcenter.



Linda Lee <linda@immigrationhelppla.com>

Re: MJ Bassett's Request for an Expedite Advance Parole - Direct Feature Film "Red Sonja" for Millenium Media -

1 message

Linda Lee <linda@immigrationhelppla.com>

Mon, Mar 7, 2022 at 6:51 AM

To: Lieu.casework@mail.house.gov, Marc.Cevasco@mail.house.gov

Cc: Jeffrey Greenstein <jgreenstein@millennium-media.net>, MJ Bassett <emjaybassett@gmail.com>, Sam <sam@millennium-media.net>, Karen Bassett <karendbassett@gmail.com>, Winston Lee <winston@immigrationhelppla.com>

Dear Congressman Lieu and Chief of Staff Cevasco,

We respectfully request your urgent assistance with MJ Bassett's request for expedited advance parole as she needs to travel to Bulgaria and Greece on or about March 28, 2022, to direct a major feature film "Red Sonja" for Millenium Media. (See Exhibit 2) Jeffrey Greenstein, President of Millennium Media is cc'd on this email.

MJ is currently green card pending and she must first obtain a travel document from USCIS which allows her to return to the US after international travel, while her green card application is pending. MJ's current Advance Parole (travel document) will expire on March 30, 2022. (Please see Exhibits 6-7)

I have contacted USCIS at least 7 times since February 4, 2022, to request expedited advance parole for MJ. USCIS officer reviewing the request has the evidence to adjudicate the request since February 21, 2022. (See Exhibits 3-5) According to my last conversation with a USCIS officer on March 4, due to the current worldwide events, expect further delays and to call back on March 8, 2022.

Failure to issue expedited advance parole for MJ Bassett would result in severe financial loss to Millenium Media and MJ Bassett. Related to this request attached please find the Privacy Release Form. (See Exhibit 1)

Your valuable assistance would be deeply appreciated. If you have any questions, please do not hesitate to contact me on my cell @ 425-269-2407.

Linda Lee | Managing Attorney

Immigration Law Office of Los Angeles, PC

Phone: 1 (213) 375-4084

Fax: 1 (213) 559-8804

Email: linda@ImmigrationHelpLA.com

Web: ImmigrationHelpLA.com

3415 S. Sepulveda Blvd, Suite 570, Los Angeles, CA 90034

Admitted to practice law in Michigan and Washington.

Practice limited to federal immigration law.

*** Attorney/Client Privilege *** Attorney Work Product ***

This communication and any attachments may contain confidential and/or sensitive attorney/client privileged information or attorney work product. It is not for release, review, transmission, dissemination, or use by anyone other than the intended recipient. Please notify the sender if this email has been misdirected and immediately destroy all originals and copies. Furthermore, do not print, copy, re-transmit, disseminate, or otherwise use this information.

7 attachments



Exhibit 2 - Millennium Media - MJ Bassett AP Expedite Request.pdf

110K

106



Exhibit 5 - Response to USCIS re Millennium Media Expedite AP for MJ Bassett.pdf

122K



Exhibit 3 - USCIS Confirmation - February 7 2022.pdf

74K



Exhibit 4 - USCIS Email February 18.pdf

64K



Exhibit 1 - MJ Bassett Privacy Release Form - Congressman Lieu.pdf

1278K



Exhibit 6 - MJ Bassett - Current EAD-AP Card - Expires March 30, 2022.pdf

206K



Exhibit 7 - I-485 Receipt Notice MJ Bassett.pdf

34K

EXHIBIT 1

**Los Angeles Office:**

1645 Corinth Avenue, Suite 101

Los Angeles, CA 90025

Phone: (323) 651-1040

Fax: (323) 655-0502

Lieu.Casework@mail.house.gov**Manhattan Beach Office:****(By Appointment Only)**1600 Rosecrans Avenue, 4th Floor

Manhattan Beach, CA 90266

(310) 321-7664

Congressman Ted W. Lieu

Privacy Release Form

In order for my office to assist you, please:

- Fill out all pages of this form completely
- Include any relevant documentation

If you have questions regarding this form, please contact my Los Angeles office at (323) 651-1040.

Personal Information

Petitioner/Applicant:

Prefix: ☐ Mrs. ☐ Ms. ☐ Miss ☐ Mr. ☒ Mx. ☐ Other: _____

First Name: Michael (MJ) Middle Initial: J Last Name: Bassett

Date of Birth: 6/18/1968 Country of Birth: Great Britain

Application Form Number: I-131 Receipt Number: IOE-09-140-45813

Alien Registration Number (No SSN for USCIS cases): 219727936

Beneficiary (if applicable):

Prefix: ☐ Mrs. ☐ Ms. ☐ Miss ☐ Mr. ☐ Mx. ☐ Other: _____

First Name: _____ Middle Initial: _____ Last Name: _____

Date of Birth: _____ Country of Birth: _____

Constituent contact information:

Residential Street Address: 19817 Montau Drive

City: Topanga State: CA Zip Code: 90290

Mailing Address (if different from Residential): _____

City: _____ State: _____ Zip Code: _____

Home Phone Number: 310-871-1628 Cell Phone Number: 310-871-4749

Business Phone Number: _____ E-mail Address: emjaybassett@gmail.com

Description of the Problem

Which USCIS office or US Embassy is working on your case? National Benefits Center

What is the current problem?

Urgent need for an Expedited Advance Parole as Millenium Media has hired MJ Bassett to direct "Red Sonja", a major upcoming feature film, scheduled to begin production on March 28th 2022 in Bulgaria and Greece. MJ Bassett is Adjustment Pending (I-485) and cannot leave the US without obtaining an Advance Parole otherwise the I-485 (green card application) will automatically be deemed abandoned.

What steps have you taken to try to resolve the problem? _____

- 1) Filed for an extension of the current Advance Parole (expires on March 31st 2022) in October 2021 and remains pending. Contacted USCIS on Feb 4th and requested an Expedited Advance Parole, spoke to an officer who put in a request to have an officer call back - confirmation no: 215214562.
- 2) Feb 7th, USCIS Supervisor called back and stated that the request would be forwarded to the National Benefits Center for the Expedited Advance Parole and to wait for an email requesting additional documentation (see email confirmation on Feb 7th call with USCIS officer).
- 3) Called USCIS again on Feb 17th to follow up.
- 4) Feb 18th, USCIS requested evidence for the Expedited Advance Parole.
- 5) Feb 21st response was faxed to USCIS (see attachment).
- 6) March 4th, contacted USCIS again and was told that the Expedited Advance Parole is still pending and to expect delays due to current worldwide events.

What has the federal agency told you? Expedited Advance Parole remains pending and to await further delays.

Have you contacted any other office (elected officials, non-profits, attorneys etc.) for assistance?

☐ Yes (If so, which one(s)? _____) ☒ No

USCIS requires this section to be completed:

I certify under penalty of perjury, that 1) I provided or authorized all of the information in this privacy release and any document submitted with it; 2) I reviewed and understand all of the information contained in my privacy release and submitted with it; and 3) all of this information is complete, true, and correct.

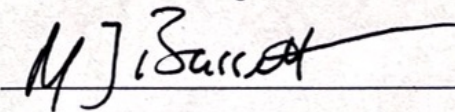
I, (print your name) Michael (MJ) Bassett authorize USCIS to release information contained in my USCIS records as relevant to checking my case status, and to the extent permitted by law, to Representative Lieu and the Member's staff.

Please read and sign the following:

By filling out this Privacy Release form, I hereby authorize my member of Congress and staff to conduct any inquiries regarding my case and to be provided with any information relating to it.

Date: 03/05/2022

Signature: _____



Thank you for taking the time to complete this form. Please print and return it as soon as possible to my Los Angeles office via fax, email, or mail to the following address:

Congressman Ted W. Lieu
1645 Corinth Avenue, Suite 101
Los Angeles, CA 90025
Phone: (323) 651-1040 Fax: (323) 655-0502
Email: Lieu.Casework@mail.house.gov

EXHIBIT 2



JANUARY 31, 2022

RE: MJ Bassett "Red Sonja" Feature Film - Request For An Expedite Advance

Parole Dear USCIS Officer,

Millennium Films is a film and television production and sales company that creates high-quality content and engaging experiences for a global audience in live-action features and television. Millennium Films feature such titles as: THE EXPENDABLES, JOLT, HITMAN'S WIFE'S BODYGUARD, ANGEL HAS FALLEN, HELLBOY, HITMAN's BODYGUARD among others.

We plan to produce the film "Red Sonja" and have requested the services of MJ Bassett to prepare and direct the film in Bulgaria and Greece from on/about March 28, 2022. We must know her availability by March 1, 2022 in order to proceed with the production schedule.

Given the extreme Covid restrictions, tentative schedule for the film is as follows:

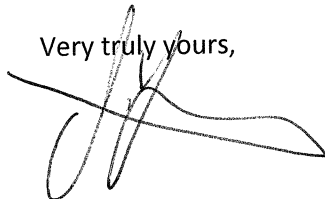
- Travel and start of Prep on/about March 28, 2022
- Principal Photography start on/about June 20, 2022

For directing services on Red Sonja, MJ Bassett will be paid the sum of One Million USD as the film is budgeted at \$35 Million USD.

Given the fact that production on the Film is scheduled to commence on or about March 28, 2022, it is of the utmost urgency that the MJ Bassett be granted an advance parole on an expedited basis so that MJ Bassett may travel to Bulgaria and Greece to direct the Film.

Inasmuch as the failure to expedite the grant of advance parole to MJ Bassett is likely to result in severe financial losses to MJ Bassett and Millenium, it is respectfully requested that the USCIS exercise its discretion to expedite this advance parole request so that Advance Parole may be issued as soon as possible.

Very truly yours,



Jonathan Yung
Co-President, Millennium Media

EXHIBIT 3



Linda Lee Managing Attorney <lindalee@immigrationhelppla.com>

- Service Item Number: 21521356

1 message

USCIS No Reply <no-reply@uscis.dhs.gov>

Mon, Feb 7, 2022 at 11:01 AM

To: "lindalee@immigrationhelppla.com" <lindalee@immigrationhelppla.com>

C/o LINDA LEE

Dear MICHAEL JULIAN BASSETT,

Thank you for your inquiry dated February 04, 2022.

Regarding your Form I-131, Application for Travel Document:

After careful review of your inquiry, we determined that your issue will be best addressed by the USCIS office processing your case; therefore, we are forwarding your inquiry to the NATIONAL BENEFITS CENTER. The referral ID for this inquiry is WKD0382204287MSC. The NATIONAL BENEFITS CENTER will contact you concerning your case once they have reviewed your inquiry.

If you need more assistance with your USCIS online filing system account, please submit another inquiry to the USCIS Contact Center at <https://my.uscis.gov/account/v1/needhelp> or log into your online account for specific case inquiries and contact us at <https://my.uscis.gov/account/v1/inbox>.

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If you have any other questions, please visit the [USCIS Contact Center](#).

If you haven't done so already, visit myaccount.uscis.gov to sign up for a USCIS online account where you can explore filing online, send us secure messages through your account inbox and get instant updates on the status of your case.

If you move, you must update your address with USCIS within 10 days using our online tool at uscis.gov/addresschange, and in your USCIS Online Account.

This mailbox is not monitored for incoming messages. Please do not reply to this message.

ref:_00DG0hO5S._500t0wwjAR:ref

EXHIBIT 4



Linda Lee Managing Attorney <lindalee@immigrationhelpla.com>

Your recent inquiry (receipt #IOE-09-140-45813) (Attorney/paralegal copy of customer communication)

1 message

USCIS <USCIS-CaseStatus@dhs.gov>
To: lindalee@immigrationhelpla.com

Fri, Feb 18, 2022 at 5:07 AM

U.S. Department of Homeland Security
USCIS National Benefits Center
P.O. Box 648005
Lee's Summit, MO 64002

U.S. Citizenship and Immigration Services
Friday, February 18, 2022

Emailed to lindalee@immigrationhelpla.com

Dear Michael Bassett:

On 02/07/2022, you or the designated representative shown below, contacted us about your case. Some of the key information given to us at that time was the following:

Person who contacted us:
-- Lee, Linda

Caller indicated they are:
-- Attorney or Authorized Representative

Attorney Name:
-- LEE, LINDA

Case type:
-- I131

Filing date:
-- 10/29/2021

Receipt #:
-- IOE-09-140-45813

Referral ID:
WKD0382204287MSC
Beneficiary (if you filed for someone else):
-- Information not available

Your USCIS Account Number (A-number):
-- 219727936

Type of service requested:
-- Expedite

The status of this service request is:

All expedite requests are reviewed on a case-by-case basis, and must demonstrate that one or more of the expedite criteria have been met. The criteria are:

Severe financial loss to a company or person, provided that the need for urgent action is not the result of the petitioners

or applicants failure to:

1. File the benefit request or the expedite request in a reasonable time frame, or
2. Respond to any requests for additional evidence in a reasonably timely manner;

Urgent humanitarian reasons;

Compelling U.S. government interests (such as urgent cases for the Department of Defense or DHS, or other public safety or national security interests); or

Clear USCIS error.

Upon receipt of your request for expeditious handling, your case was reviewed and a determination was made that we need additional information to make a decision regarding your request. Please fax proof that your case meets one or more of the expedite criteria to the following number: 816-251-2290, Attn: LA391, Div5 Tm3. All foreign language documents must be accompanied by a full English translation. Please include this notice with your fax.

If your receipt number begins with IOE, please consider activating your USCIS online account at

<https://myaccount.uscis.gov>. You can use your account to get your current case status and to access every notice we send you. You can also send messages and receive answers through a secure inbox.

Address Changes

If you move, please provide us with an updated address. For more information about address changes, please visit our Web site at www.uscis.gov/ar-11, and click on "Change Your Address Online."

For questions about your application, you can use our many online tools (uscis.gov/tools) including our virtual assistant, Emma. If you are not able to find the information you need online, you can reach out to the USCIS Contact Center by visiting uscis.gov/contactcenter.

EXHIBIT 5



Immigration Law Office of Los Angeles, P.C.

February 18, 2022

Via Facsimile: 816-251-2290

Attn: LA391

Div5 Tm3

Re: **Request for an Expedited Advance parole**
Case Number: **IOE-09-140-45813**
Case Type: **I-131**
Applicant: **Michael J. Bassett (MJ Bassett)**
A Number: **219727936**
Referral ID: **WKD0382204287 MSC**

Dear Officer:

In response to your email dated February 18, 2022, requesting evidence for the expedited Advance Parole for Michael Julian BASSETT (hereinafter "MJ BASSETT") we respond as follows:

MJ BASSETT is a renowned Hollywood director who has been hired by Millennium Media <http://millennium-media.net/> to direct "Red Sonja" a major upcoming feature film scheduled to start filming on March 28, 2022 in Bulgaria and Greece.

Millennium Media, Inc. is one of the longest-running independent film companies in Hollywood and has established itself as a leader in creating multi-billion dollar box office action franchises and acclaimed films. Millennium is best known for the box office hits **THE EXPENDABLES** franchise, the **FALLEN** franchise, **THE HITMAN'S BODYGUARD** franchise, **MECHANIC RESURRECTION**, and the successful reboot of the Rambo franchise, **RAMBO: LAST BLOOD**. It has also produced the acclaimed independent films, Rod Lurie's **THE OUTPOST**, **TESLA** starring Ethan Hawke, and **BLACKBIRD** starring Susan Sarandon and Kate Winslet. Recently released films include **THE HITMAN'S WIFE'S BODYGUARD**, **TILL DEATH** starring Megan Fox, and Amazon's **JOLT** starring Kate Beckinsale. Upcoming releases include Lionsgate's **THE PROTÉGÉ** starring Maggie Q and horror film **ABYZOU**. **THE ENFORCER** starring Antonio Banderas and Kate Bosworth and **THE PIPER** starring Charlotte Hope and Julian Sands have recently wrapped production. The next major film to start production is "**RED SONJA**".

Not receiving advance parole on time will cause severe financial loss to the Millennium Media which has budgeted \$35,000,000.00 for the film and to MJ BASSETT who will be out of at least \$1,000,000.00 (One Million Dollars) in compensation. Millennium Media must know MJ Bassett's availability by March 1, 2022 to proceed with the production schedule.



Immigration Law Office of Los Angeles, P.C.

In support of this request, please find attached as follows:

1. Letter from the employer Millennium Media;
2. Email from USCIS dated February 18, 2022

Thank you for your attention and assistance with this petition. Your prompt approval is greatly appreciated.

Sincerely,

A handwritten signature in blue ink, appearing to read "Linda Lee".

Linda Lee, Esq.
Managing Attorney



JANUARY 31, 2022

RE: MJ Bassett "Red Sonja" Feature Film - Request For An Expedite Advance

Parole Dear USCIS Officer,

Millennium Films is a film and television production and sales company that creates high-quality content and engaging experiences for a global audience in live-action features and television. Millennium Films feature such titles as: THE EXPENDABLES, JOLT, HITMAN'S WIFE'S BODYGUARD, ANGEL HAS FALLEN, HELLBOY, HITMAN's BODYGUARD among others.

We plan to produce the film "Red Sonja" and have requested the services of MJ Bassett to prepare and direct the film in Bulgaria and Greece from on/about March 28, 2022. We must know her availability by March 1, 2022 in order to proceed with the production schedule.

Given the extreme Covid restrictions, tentative schedule for the film is as follows:

- Travel and start of Prep on/about March 28, 2022
- Principal Photography start on/about June 20, 2022

For directing services on Red Sonja, MJ Bassett will be paid the sum of One Million USD as the film is budgeted at \$35 Million USD.

Given the fact that production on the Film is scheduled to commence on or about March 28, 2022, it is of the utmost urgency that the MJ Bassett be granted an advance parole on an expedited basis so that MJ Bassett may travel to Bulgaria and Greece to direct the Film.

Inasmuch as the failure to expedite the grant of advance parole to MJ Bassett is likely to result in severe financial losses to MJ Bassett and Millenium, it is respectfully requested that the USCIS exercise its discretion to expedite this advance parole request so that Advance Parole may be issued as soon as possible.

Very truly yours,

Jonathan Yunger
Co-President, Millennium Media



Linda Lee Managing Attorney <lindalee@immigrationhelppla.com>

Your recent inquiry (receipt #IOE-09-140-45813)

USCIS <USCIS-CaseStatus@dhs.gov>
To: lindalee@immigrationhelppla.com

Fri, Feb 18, 2022 at 5:07 AM

U.S. Department of Homeland Security
USCIS National Benefits Center
P.O. Box 648005
Lee's Summit, MO 64002

U.S. Citizenship and Immigration Services
Friday, February 18, 2022

Emailed to lindalee@immigrationhelppla.com

Dear Michael Bassett:

On 02/07/2022, you or the designated representative shown below, contacted us about your case. Some of the key information given to us at that time was the following:

Person who contacted us:
-- Lee, Linda

Caller indicated they are:
-- Attorney or Authorized Representative

Attorney Name:
-- LEE, LINDA

Case type:
-- I131

Filing date:
-- 10/29/2021

Receipt #:
-- IOE-09-140-45813

Referral ID:
WKD0382204287MSC
Beneficiary (if you filed for someone else):
-- Information not available

Your USCIS Account Number (A-number):
-- 219727936

Type of service requested:
-- Expedite

The status of this service request is:

All expedite requests are reviewed on a case-by-case basis, and must demonstrate that one or more of the expedite criteria have been met. The criteria are:

Severe financial loss to a company or person, provided that the need for urgent action is not the result of the petitioners or applicants failure to:

1. File the benefit request or the expedite request in a reasonable time frame, or
2. Respond to any requests for additional evidence in a reasonably timely manner;

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Urgent humanitarian reasons;

Compelling U.S. government interests (such as urgent cases for the Department of Defense or DHS, or other public safety or national security interests); or

Clear USCIS error.

Upon receipt of your request for expeditious handling, your case was reviewed and a determination was made that we need additional information to make a decision regarding your request. Please fax proof that your case meets one or more of the expedite criteria to the following number: 816-251-2290, Attn: LA391, Div5 Tm3. All foreign language documents must be accompanied by a full English translation. Please include this notice with your fax.

If your receipt number begins with IOE, please consider activating your USCIS online account at <https://myaccount.uscis.gov>. You can use your account to get your current case status and to access every notice we send you. You can also send messages and receive answers through a secure inbox.

Address Changes

If you move, please provide us with an updated address. For more information about address changes, please visit our Web site at www.uscis.gov/ar-11, and click on "Change Your Address Online."

For questions about your application, you can use our many online tools (uscis.gov/tools) including our virtual assistant, Emma. If you are not able to find the information you need online, you can reach out to the USCIS Contact Center by visiting uscis.gov/contactcenter.

EXHIBIT 6



EXHIBIT 7

THIS NOTICE DOES NOT GRANT ANY IMMIGRATION STATUS OR BENEFIT.

NOTICE TYPE Receipt		NOTICE DATE January 25, 2021
CASE TYPE I-485, Application to Register Permanent Residence or Adjust Status		USCIS ALIEN NUMBER A219727936
RECEIPT NUMBER MSC2190656489	RECEIVED DATE November 23, 2020	PAGE 1 of 1
PRIORITY DATE October 12, 2017	PREFERENCE CLASSIFICATION Alien worker, Form I-140	DATE OF BIRTH June 18, 1968

MICHAEL J. BASSETT
C/O WINSTON W. LEE IMMIGRATION LAW OFFICE OF LOS
3415 S. SEPULVEDA BLVD. STE 570
LOS ANGELES, CA 90034



PAYMENT INFORMATION:

Application/Petition Fee: \$1,140.00
Biometrics Fee: \$85.00
Total Amount Received: \$1,225.00
Total Balance Due: \$0.00

NAME AND MAILING ADDRESS

We have received your form and are currently processing the above case. If this notice contains a priority date, this priority does not reflect earlier retained priority dates. We will notify you separately about any other case you filed.

If we determine you must submit biometrics, we will mail you a biometrics appointment notice with the time and place of your appointment.

If we have approved or are still processing your underlying Form I-140 and your Form I-485 has been pending for at least 180 days, you may request to change employers under INA 204(j). For more information on this process, please visit uscis.gov/i-485supj.

If you have questions or need to update your personal information listed above, please visit the USCIS Contact Center webpage at uscis.gov/contactcenter to connect with a live USCIS representative in English or Spanish.

USCIS Office Address:
USCIS
National Benefits Center
P.O. Box 648003
Lee's Summit, MO 64002

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USCIS Contact Center Number:

(800)375-5283
ATTORNEY COPY





Linda Lee <linda@immigrationhelppla.com>

Re: MJ Bassett's Request for an Expedite Advance Parole - Direct Feature Film "Red Sonja" for Millenium Media -

1 message

Linda Lee <linda@immigrationhelppla.com>

Tue, Mar 8, 2022 at 8:45 AM

To: Jeffrey Greenstein <jgreenstein@millennium-media.net>, MJ Bassett <emjaybassett@gmail.com>

Cc: Karen Bassett <karendbassett@gmail.com>, Winston Lee <winston@immigrationhelppla.com>, Sam <sam@millennium-media.net>

Everyone,

1. I talked to a USCIS Officer this morning and the officer reiterated that the delays are due to the Ukrainian Crisis. He advised to continue to wait and expect it to be approved but could not give a time frame as to when the expedited advance parole would be approved.

2. I called Congressman Lieu's office and the message stated that the staff is working remotely and to leave a message and email. I did both.
I will keep you posted.

Linda Lee | Managing Attorney

Immigration Law Office of Los Angeles, PC

Phone: 1 (213) 375-4084

Fax: 1 (213) 559-8804

Email: linda@ImmigrationHelpLA.com

Web: ImmigrationHelpLA.com

3415 S. Sepulveda Blvd, Suite 570, Los Angeles, CA 90034

Admitted to practice law in Michigan and Washington.

Practice limited to federal immigration law.

*** Attorney/Client Privilege *** Attorney Work Product ***

This communication and any attachments may contain confidential and/or sensitive attorney/client privileged information or attorney work product. It is not for release, review, transmission, dissemination, or use by anyone other than the intended recipient. Please notify the sender if this email has been misdirected and immediately destroy all originals and copies. Furthermore, do not print, copy, re-transmit, disseminate, or otherwise use this information.

On Mon, Mar 7, 2022 at 8:37 PM Jeffrey Greenstein <jgreenstein@millennium-media.net> wrote:

A pleasure. I didn't look at the attachments, out of respect for MJ's privacy. But that's great. Did you speak with anyone at their office? Usually, there's a case officer who they'll connect you with.

Sent from my iPhone

On Mar 7, 2022, at 8:29 PM, Linda Lee <linda@immigrationhelppla.com> wrote:

Thank you, Jeffrey. Executed Privacy Release Form was sent to Congressman Lieu as Exhibit 1 with my email this morning. Here it is again for your reference.

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On Mon, Mar 7, 2022 at 6:04 PM Jeffrey Greenstein <jgreenstein@millennium-media.net> wrote:

Dear Congressman Lieu and Chief of Staff Cevalco,

I hope this finds you well!

Really nice to 'e-meet' both of you.

We haven't had the pleasure of working together yet.

We've been close with many of your colleagues across the country, and in the SoCal area. You may be familiar with my company and I, as we have been a very big proponent of anti-piracy measures and legislation working with the MPAA, IFTA, and even having built an anti-piracy task force lobbying with Heather Podesta.

We appreciate the help you may be able to lend our very talented director, MJ, who is the exact person and creative force we need behind this major comic book film. MJ has experience with Solomon Kane, which is another Robert E. Howard property, and is very experienced with action.

That being said, I figured we'd need the support of the representative in MJ's jurisdiction and if you all could kindly help, I've let MJ know she'd have to sign a release to provide you all access to her file to be able to 'shake the tree' loose of the paper that she needs to travel in order to prep for the film.

Looking forward to hearing from you and thanks in advance for having your office reach out to help.

All the best,
Jeffrey

Jeffrey Greenstein
President
Millennium Media

On Mar 7, 2022, at 6:51 AM, Linda Lee <linda@immigrationhelpla.com> wrote:

Dear Congressman Lieu and Chief of Staff Cevalco,

We respectfully request your urgent assistance with MJ Bassett's request for expedited advance parole as she needs to travel to Bulgaria and Greece on or about March 28, 2022, to direct a major feature film "Red Sonja" for Millenium Media. (See Exhibit 2) Jeffrey Greenstein, President of Millennium Media is cc'd on this email.

MJ is currently green card pending and she must first obtain a travel document from USCIS which allows her to return to the US after international travel, while her green card application is pending. MJ's current Advance Parole (travel document) will expire on March 30, 2022. (Please see Exhibits 6-7)

I have contacted USCIS at least 7 times since February 4, 2022, to request expedited advance parole for MJ. USCIS officer reviewing the request has the evidence to adjudicate the request since February 21, 2022. (See Exhibits 3-5) According to my last conversation with a USCIS officer on March 4, due to the current worldwide events, expect further delays and to call back on March 8, 2022.

Failure to issue expedited advance parole for MJ Bassett would result in severe financial loss to Millenium Media and MJ Bassett. Related to this request attached please find the Privacy Release Form. (See Exhibit 1)

Your valuable assistance would be deeply appreciated. If you have any questions, please do not hesitate to contact me on my cell @ 425-269-2407.

Linda Lee | Managing Attorney
Immigration Law Office of Los Angeles, PC

Phone: 1 (213) 375-4084

Fax: 1 (213) 559-8804

Email: linda@ImmigrationHelpLA.com

Web: ImmigrationHelpLA.com

3415 S. Sepulveda Blvd, Suite 570, Los Angeles, CA 90034

Admitted to practice law in Michigan and Washington.

Practice limited to federal immigration law.

***** Attorney/Client Privilege *** Attorney Work**

Product ***

This communication and any attachments may contain confidential and/or sensitive attorney/client privileged information or attorney work product. It is not for release, review, transmission, dissemination, or use by anyone other than the intended recipient. Please notify the sender if this email has been misdirected and immediately destroy all originals and copies. Furthermore, do not print, copy, re-transmit, disseminate, or otherwise use this information.

<Exhibit 2 - Millennium Media - MJ Bassett AP Expedite Request.pdf><Exhibit 5 - Response to USCIS re Millennium Media Expedite AP for MJ Bassett.pdf><Exhibit 3 - USCIS Confirmation - February 7 2022.pdf><Exhibit 4 - USCIS Email February 18.pdf><Exhibit 1 - MJ Bassett Privacy Release Form - Congressman Lieu.pdf><Exhibit 6 - MJ Bassett - Current EAD-AP Card - Expires March 30, 2022.pdf><Exhibit 7 - I-485 Receipt Notice MJ Bassett.pdf>

<Exhibit 1 - MJ Bassett Privacy Release Form - Congressman Lieu.pdf>



U.S. Department of Homeland Security
U.S. Citizenship and Immigration Services

300 North Los Angeles Street
Los Angeles, CA 90012

03/23/2022

FILE: A219727936

MICHAEL BASSETT
19817 MONTAU DR
TOPANGA CA 90290

Your request for authorization for parole of an alien into the United States, filed on 03/23/2022, has been received and carefully reviewed. Your request has been approved by the District Director. The following are instructions for attached Advance Parole (Form I-512).

The advance parole is good for **One Entry** to the United States until **04/22/2022**. It is your responsibility to present yourself for admission to the United States prior to the date of expiration of the Advance Parole (Form I-512). When you return to the United States, an Immigration Inspector will ask to see your documents and passport. The airlines will ask for the transportation copy of the Advance Parole.

Sincerely,

A handwritten signature in black ink, appearing to read "Lory Torres".

Lory Torres
Field Office Director
Signed for By: JB
ISO 184

U.S. Department of Homeland Security
U. S. Citizenship and Immigration Services

AUTHORIZATION FOR PAROLE OF AN ALIEN

INTO THE UNITED STATES

300 N. LOS ANGELES STREET, LOS ANGELES, CA 90012

Name of Alien (First) (Middle) (Last)				Date	
MICHAEL BASSETT				03/23/2022	
				File Number A 219727936	
Date of Birth (Month)(Day)(Year)		Place of Birth (City or Town) (State or Province)		(Country)	
06-18-1968		United kingdom			
U.S. Address (Apt. number and/or in care of)(Number and street)		(City or town)		(State)	(ZIP Code)
19817 MONTAU DR		TOPANGA		CA	90290

Presentation of the attached duplicate of this document will authorize a transportation line to accept the named bearer on board for travel to the United States without liability under section 273 of the Immigration and Nationality Act for bringing an alien who does not have a visa.

Presentation of the original of this document prior to 04/22/2022 will authorize an immigration officer at a port of entry in the United States to permit the named bearer, whose photograph appears hereon, to enter the United States:

☒ as an alien paroled pursuant to section 212(d)(5) of the Immigration and Nationality Act.

☐ A CIS RECORD OF THIS ALIEN MAY NOT EXIST HOWEVER VERIFICATION OF PENDENCY OF THIS ALIEN'S APPLICATION FOR ADJUSTMENT OF STATUS MAY BE OBTAINED DURING NORMAL WORKING HOUR AT THE LOS ANGELES DISTRICT OFFICE ADJUSTMENT OF STATUS VIA FAX (213) 830-8191.

Single Entry – valid until 04/22/2022

Remarks:

AUTHORIZATION: The holder of this authorization is an applicant for adjustment of status under the Immigration and Nationality Act. The holder departed the United States temporarily and intends to return to the United States to resume processing of the adjustment of status application. Contingent upon his or her prima facie eligibility, the holder of this document shall be paroled into the United States pursuant to the authority of Phyllis A. Coven, District Director, Los Angeles, CA.

NOTICE TO APPLICANT: Presentation of this authorization will permit you to resume your application for adjustment of status upon your return to the United States. If your adjustment application is denied, you will be subject to removal proceedings under Section 235(b)(1) or 240 of the Act. If, after April 1, 1997, you were unlawfully present in the United States for more than 180 days before applying for adjustment of status, you may be found inadmissible under Section 212(a)(9)(B)(i) of the Act when you return to the United States to resume the processing of your application. If you are found inadmissible, you will need to qualify for a waiver of inadmissibility in order for your adjustment of status application to be approved.

Lory Torres
Lory Torres
Field Office Director
Signed for By: *ISO 184*

(Signature of Immigration Officer)

LOS ANGELES, CALIFORNIA

(Authorizing Office)



PHOTOGRAPH

C

1 Michael E. Piston
2 (Pro Hac Vice Motion to be filed)
3 Attorney for the Plaintiffs
4 Immigration Law Office of Los Angeles, P.C.
5 New York Office
6 38-08 Union St., Suite 9A
7 Flushing, NY 11354
8 Phone: 646-876-3772
9 Fax: 206-770-6350
10 Email: michaelpiston4@gmail.com

11 Arthur Minas, CA Bar No. 290517
12 Local Counsel for the Plaintiffs
13 510 West 6th Street, Suite 200
14 Los Angeles, CA 90014
15 Tel (213) 347-0025
16 Fax (213) 623-2899
17 Arthur@wilawgroup.com

18 UNITED STATES DISTRICT COURT

19 FOR THE CENTRAL DISTRICT OF CALIFORNIA

20 MICHAEL JULIAN BASSETT and
21 KAREN BASSETT,

22 Plaintiffs,

23 vs

24 UNITED STATES CITIZENSHIP AND
25 IMMIGRATION SERVICES AND UR
26 M. JADDOU, DIRECTOR, U.S.
27 CITIZENSHIP AND IMMIGRATION
28 SERVICES

Defendants

Case No.:

DECLARATION OF MICHAEL
JULIAN (MJ) BASSETT IN SUPPORT
OF APPLICATION FOR
TEMPORARY RESTRAINING
ORDER

ORIGINAL

1 I am one of the plaintiffs in this action. I and my wife have brought this
2 action to compel the United States Citizenship and Immigration Services, as well
3 as its Director, to make an immediate decision on my application for “expedited
4 advance parole” inasmuch as I urgently require this document so that I may leave
5 the United States to direct a film abroad without abandoning my application to
6 adjust my U.S. immigration to status to permanent resident¹ nor to lose my right to
7 return to the United States and with it my home (both physically and
8 metaphorically) and my career in this country.
9

10
11 I am a citizen and national of the United Kingdom and a director of films
12 and television episode. My list of significant professional accomplishments are as
13 set forth in Exhibit A of the Complaint at 1². I filed with the USCIS on October 12,
14 2017, an immigrant visa petition to be classified as an “alien of extraordinary
15 ability” pursuant to 8 U.S.C. § 1153(b)(1)(A), as a film and television director
16 who among the small percentage who have risen to the very top of her field of
17 endeavor, 8 C.F.R. § 204.5(h)(2), which was approved just five days later. Exhibit
18 A at 2.
19
20
21
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23
24

25 ¹ I and my wife are also asking the Court to compel a decision on our applications
26 to adjust our U.S. immigration status to permanent resident, but this is not the
27 subject of this Application.

28 ² All references to an “Exhibit” herein refer to exhibits to plaintiffs’ complaint.
DECLARATION OF MICHAEL JULIAN (MJ) BASSETT IN SUPPORT OF APPLICATION FOR
TEMPORARY RESTRAINING ORDER - 2 135

1 On November 23, 2020, I and my wife, Karen Bassett, filed applications with
2 the USCIS to adjust our U.S. immigration status to permanent resident on Forms I-
3 485. Exhibit A at 3. With that application, I applied for “advance parole”, Exhibit
4 A at 4, which was approved on March 31, 2020, with a validity date until March
5 30, 2021. Exhibit A at 5.³

8 I am advised by my legal counsel that “‘Advance parole’ is a mechanism by
9 which a (USCIS) district director can, as a humanitarian measure, advise a
10 (noncitizen) who is in this country, but who knows or fears that he will be
11 inadmissible if he leaves and tries to return, that he can leave with assurance that
12 he will be paroled back into the United States upon return, under prescribed
13 conditions, if he cannot establish that he is admissible at that time.” *Matter of G-A-*
14 *C-*, 22 I. & N. Dec. 83, Interim Dec. 3354, at 7 (BIA 1998) (en banc). Counsel has
15 further advised me that an applicant for adjustment of status who, except under
16 certain circumstances not relevant here, departs the United States without advance
17 parole, or remains outside the U.S. beyond its validity date, abandons that
18 application, as set forth in 8 C.F.R. § 245.2(a)(4)(ii)(B).

23 On approximately October 27, 2021, over 6 months before the expiration of
24 her then current advance parole document, I, through my attorney, Linda Lee,
25

26
27
28
³

1 applied to expedite my application to extend my advance parole, which was then
2 valid until March 30, 2022, because I anticipated the likelihood that I would need
3 to travel internationally while my application for adjustment of status was pending,
4 and I did not wish to risk even the possibility of my advance parole expiring during
5 such a time. Exhibit A at 6. This is proved to be all to true because in
6
7 approximately January of this year I was engaged by Millenial Media, a U.S.
8 production company, to direct the film “Red Sonja” in Bulgaria and Greece, which
9
10 would have required me to work outside the U.S., in pre-production and filming,
11 from March 28 of this year, until sometime in the fall. Accordingly, on February 4,
12 2022, Linda Lee contact the USCIS to request that it expedite my advance parole
13 application so I could leave the U.S. and work abroad to honor my professional
14 requirements. This was supposed to be a relatively simple matter – in fact, when I
15 applied for expedited advance parole last year it was granted to me in a matter of
16 days.
17

18
19 However, despite many follow ups and back and forth which I was not
20 directly a party to, I find myself now, over 2 months later, with a grant of
21 *emergency* advance parole, but not *expedited* advance parole, the critical diffence
22 between which appears to be that although expedited advance parole is normally
23 issued for a year or more, emergency advance parole is granted for only 30 days
24
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26
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1 (or less). Thus, as we speak, I have an advance parole document valid to return to
2 the United States which will expire on April 22, 2022, and which if I used to travel
3 abroad, would require me to return to the United States every 30 days to extend it.
4
5 Meanwhile there appears to be no indication of when, if ever, the USCIS will issue
6 me expedited advance parole, or regular advance parole for that matter. Nor has
7 there been any explanation of this delay except vague references to the “Ukrainian
8 crisis”.

9
10
11 This lack of an advance parole document valid for enough to complete my
12 directing contract has created an acute crisis for me. If I cannot obtain an advance
13 parole document valid long enough to complete the shooting of this film, then it
14 will be canceled and I will not only be out my \$1,000,000 fee, but I will have
15 earned the reputation as a director who does not live up to her commitments, which
16 is absolutely fatal in this hyper-competitive industry. Further, because I have
17 turned down any other project recently because I wished to direct Red Sonja, the
18 making of which has been a cherished goal of mine for many years, if I lose this
19 project I will be financial ruined, unable even to pay the mortgage on the \$1.4
20 million dollar home I have purchased in Toranga, California. This is why I am
21 bringing this lawsuit – to get an immediate decision on my application for
22 expedited advance parole so I can go to Europe to direct this film without needing
23
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27

1 to fly back to the U.S. every thirty days to renew my travel documents, an option
2 which, as explained elsewhere in these papers, is absolutely infeasible.
3

4 I declare under penalty of perjury that the foregoing is true and correct.

5 Executed on April 11, 2022

6
7 
8
9 Michael Julian Bassett
10

D



DECLARATION OF ROBERT WALAK

1. I am the president of Anonymous Content Studios. At Anonymous Content Studios I oversee the development and production on projects across film, television, documentaries, doc series and pod cast. I was previously President at Focus Features, shepherding award winning films such as Darkest Hour, Blackkklansman, Phantom Thread & Downton Abbey the Movie.
2. I have no interest in Millennium Media nor the making of the film "Red Sonja",
3. I am aware that Michael Julian (MJ) Bassett is among the most important and exciting film and television directors of her generation, considered by many to be among the most, if not the most, outstanding directors of action films and television episodes.
4. I have been told that she has been engaged to direct the film "Red Sonja", which will be shot in Bulgaria and Greece, for which pre-production was initially scheduled to begin on March 28, 2022, but that this deadline has now been pushed back due to her lack of a travel document that will allow her to return to the United States throughout the preparation and shooting of this film.
5. I have further been told that the film is set in the summer, which from my experience I can say will make it financially impossible for it to be shot during the winter, due to the oppressive costs of editing the film to eliminate any traces of winter in the background, as well as other practical factors, such as requiring actors to dress for summer months in winter temperatures, given that I have been told the film is set outdoors.
6. Accordingly, a failure to begin pre-production of a film of the nature that has been described to me within a very short time is likely to make it impossible to complete before the onset of the Bulgarian winter, which in itself may well make shooting impossible.
7. Speaking from my experience, I can state with absolute certainty that the most difficult part of a film is the financing.
8. It is well known that filmmaking is an extraordinarily risky business, that many, if not most, films do not make money for, or even return the money to, its investors, and it is not at all unusual for investors to lose all of their investment.
9. As a consequence, the backers of major films are extremely nervous and cautious, and even under the best of circumstances must be reassured constantly that everything is going well and according to schedule.
10. Therefore merely failing to start a film according to its schedule may cause some investors to withdraw from financially backing it, requiring the producers to either quickly replace the investor, by no means an easy task under the best of circumstances, and vastly more difficult still when the film is behind schedule, or to simply cancel the project.
11. Accordingly, because it is behind schedule, "Red Sonja" is already in trouble, and it wouldn't surprise me at all if investors are already considering withdrawing their investment.
12. In particular, I am very disturbed to learn that MJ Bassett, the director, does not currently possess a document that will allow her to return to the U.S. after the shooting is completed.
13. A film director is essential to the whole project, and MJ Bassett's lack of a document which will allow her to return to her home when filming is completed, if known, would almost certainly cause one or more investors to withdraw their backing for the film, since it would put into serious doubt her commitment to the project, no matter what assurances to the contrary she might offer.

Los Angeles

8501 Washington Blvd.
Culver City CA 90232

T 310 558 6000
F 310 388 5639

New York

155 Spring Street
New York NY 10012-5246

T 212 925 0055
F 212 925 5030

London

7/8 Bourlet Close
London UK W1W 7BW

T 44 207 927 9400
F 44 207 927 9401

anonymouscontent.com

14. More to the point, it would also render the film uninsurable, since a bonding company will also see her lack of return document as evidence that she cannot be counted on to complete the project.
15. Virtually all major films must be insured – it is inconceivable of a production company or its investors proceeding without insurance.
16. Being unable to live up to her professional commitment to make Red Sonja is likely to lead to career disaster for MJ Bassett.
17. A film or television director who is known for failing to live up to her commitments is unemployable in this industry. Even if she made a compelling case that her failure to direct this film, or it being canceled because of her perceived unavailability, was outside of her control, production companies and/or their investors may not be interested – it is enough to know that she made the commitment and she didn't honor it, or the film was canceled due to fears that she might not. In the brutally competitive world of the film and television industry, only results, not explanations, matter.
18. While it is impossible to say what the exact impact would be upon MJ Bassett if she was unable to direct Red Sonja, or the film was canceled because it was perceived that she might not be able to direct it, one can say with confidence that it certainly would be very grave, and might well result in her not working as a director again for a long time, if ever.
19. Nor is it even within the realm of reasonable discussion that she attempt to complete pre-production and/or film a major motion picture while returning to the United States every 30 days to renew her travel documents.
20. There are not even direct flights from Bulgaria, where the filming will take place, so a flight alone from Bulgaria to the United States, is likely to take over 24 hours as will, of course, be the return trip.
21. Flying back to the U.S., actually obtaining travel documents, and flying back to Bulgaria will certainly consume at least 3 days, not to mention being immensely stressful and physically exhausting.
22. Even the pre-production cost of a major film normally will run upwards of \$100,000 per day, with actual filming being much more expensive still.
23. It is just unimaginable that the backers of this film would allow the director to squander \$300,000 or more of their money going back and forth to the United States every month.
24. In any event, it is a moot point, since, as noted above, no bonding company would insure a film with a director who needed her travel permission extended every 30 days to complete the project. Quite aside from the almost ridiculous impracticality and expense of such an arrangement, there would always be the incalculable risk that the travel documents might not be renewed, leading to the film being abandoned in mid-stream, which would result in a devastating loss to the bonding company.

I declare under penalty of perjury that the foregoing is true and correct. Executed of April 11, 2022

SIGNATURE

R. WALAK

NAME

ROBERT WALAK

Los Angeles

3532 Hayden Avenue
Culver City CA 90232-2413

T 310 558 6000
F 310 558 4212

New York

588 Broadway Suite 308
New York NY 10012-5246

T 212 925 0055
F 212 925 5030

London

7/8 Bourlet Close
London UK W1W 7BW

T 44 207 927 9400
F 44 207 927 9401

anonymouscontent.com